The Bombay Gazette.

No. 6,834.—New Series. BOMBAY:—MONDAY, JANUARY 2, 1871. Annual Subscription in Advance...Rupees Fifty-two.

BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

Where delivered in Town ..... Rs. 52 0
...including postage..... „ 72 0
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...including postage..... „ 30 0
For three months' advance, delivered in Town ..... „ 13 0
...including postage..... „ 21 0
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TERMS FOR ADVERTISEMENTS.

Ten lines and under
First insertion ..... Rs. 5 0
Second Ditto ..... „ 2 8
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Fourth and succeeding insertions ..... „ 0 2½ As.

per line, but no Advertisement counted as less than eight lines.

LONG ADVERTISEMENTS.

First insertion ..... 8 As. per line.
Second Ditto ..... 4½ „ „
Third and succeeding ..... 2½ „ „

In the Native Language, double the above.

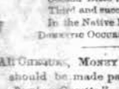
Domestic Occurrences, Each—Seven ½.

All Cheques, Money Orders, and other Remittances, should be made payable to the "Proprietor of the Bombay Gazette."

SHIPPING.

OVERLAND ROUTE.

On Saturday, the 7th January, at 3 P.M., from Mazagon.



THE P. & O. Co.'s S. S. AUSTRALIA, { 3,808 tons, and 600 H.P., Captain C. A. White, will LEAVE FOR SUEZ as above, carrying H.M.'s Mails, also Passengers and Cargo for that Port, Brindisi, Southampton, &c.

Cargo can also be booked through to Trieste, Venice, Odessa, Genoa, Naples, Barcelona and Havre, Liverpool, or London.

No Cargo can be received on board after sunset on the day previous to sailing.

The Company reserve the option of forwarding all Goods shipped by their steamers for Europe, through Egypt, either by Rail, or by Canal in their own steamers, or in vessels employed for that purpose.

Passengers are requested to send their heavy luggage to Mazagon before 10 A.M. on the day of the Steamer's departure, in order that it may be weighed and labelled previous to shipment.

The Canal Steamer will leave the Dock Head at Mazagon at 3 P.M., precisely, on the day of sailing.

BRINDISI ROUTE.

The Company's Steamers now run to and from Brindisi instead of Marseilles.

REDUCED PARCEL RATES.

A considerable REDUCTION has been made in the TARIFF of CHARGES for SMALL PARCELS to ENGLAND, &c., particulars of which can be learnt on application at this Office.

Parcels will in future be received up to noon on the day of sailing.

G. F. HENRY, Superintendent.

P. & O. S. N. Co.'s Office, Rampart Row, Bombay, 31st December 1870.

STEAM TO CEYLON, PENANG, STRAITS, CHINA, AND JAPAN.

THE P. and O. Co.'s S. S. ELLORA, {1,737 tons, and 300 H.P., Captain G. N. Hacker, will be despatched for the above Ports on THURSDAY, the 5th January, leaving Mazagon at noon on that day, carrying H.M.'s Mails, and taking also Passengers and Cargo for Madras and Calcutta.

The Cargo will be received on board after sunset on the day previous to sailing, and no brokerage will be allowed on any chest of opium, the owner's receipt for which is not lodged in the Company's office before 11 A.M. on the day of sailing.

G. F. HENRY, Superintendent.

P. & O. S. N. Co.'s Office, Rampart Row, Bombay, 22nd December 1870.

NEW OVERLAND ROUTE (via SUEZ CANAL.)

DIRECT SERVICE BETWEEN BOMBAY and MARSEILLES, touching at ADEN, SUEZ, ISMAILIA, PORT SAID, ALEXANDRIA (in case of need) and MARSEILLES.

LA COMPAGNIE MARSEILLAISE DE NAVIGATION A VAPEUR.—MARC FRAISSINET FILS and FILS will DESPATCH STEAMERS MONTHLY from BOMBAY to MARSEILLES, via the SUEZ CANAL.

(Inclusive of Wines, and all Transit Fees through the Canal.)

	1st Class.	2nd Class.	
To Aden	£16	£10	£ 5
„ Suez	£40	£22-10	£ 8
„ Port Said	£42	£24	£ 8
„ Marseilles	£62	£36	£14

Without Food.

In accordance with the above, the s. s. EUROPE, 3,560 Tons, Captain MANERO, will be despatched on or about the 7th February 1871.

For further particulars, rates of Freight, &c., apply to KUNKLER, PREISWERCK, & Co., Agents.

Elphinstone Circle, 19th December 1870.

STEAM COMMUNICATION WITH ITALY, (VIA SUEZ CANAL).

MESSRS. E. RUBATTINO & Co.'s ITALIAN MAIL STEAMERS running between GENOA and BOMBAY, calling at LEGHORN, NAPLES, MESSINA, MALTA, ALEXANDRIA, PORT SAID, SUEZ, ADEN, and vice versa.

The next Steamer of the above Company, leaving THIS PORT, will be the ITALIA, Captain [illegible], on or about the 10th December, Calcutta Donnino, with superior accommodation for 1st, 2nd, and 3rd Class Passengers. She is expected to arrive by the 1st instant, and will consequently be despatched within the 2nd or 3rd week of February 1871.

More precise information regarding her departure will be given on her arrival.

PASSENGER RATES,

(Inclusive of all Transit Fees through the Canal.)

	1st Class.	2nd Class.	3rd Class.	
To Aden	£22	£15	.....	£7
Port Said	36	22	.....	8
Alexandria	39	25	.....	9-10
Messina	45	32	.....	12
Naples	47	33	.....	13
Leghorn	50	34	.....	14
Genoa	50	34	.....	14
Marseilles with transhipment at Genoa	52	36	.....	14-10

Including Wine

Without Food.

Children under 3 years, free of charge.

Children not above 10 years, half fare.

Passengers are allowed to break their voyage at any of the Mediterranean Ports, and to resume it by any of the Company's steamers to the port of destination marked on their tickets.

Passengers returning within 6 months of their departure from Bombay by the Steamers of the Company are entitled to a reduction of 20 per cent. on the Return Fare.

Berths may be secured in advance by depositing half the passage Money.

For Prospectus, Rates of Freight and further particulars apply to VOLKART BROTHERS, Agents Rubattino Steam Navigation Company.

Bombay, 19th December 1870.

AUSTRIAN LLOYD'S STEAM NAVIGATION COMPANY.

MONTHLY LINE OF STEAMERS BETWEEN BOMBAY AND TRIESTE VIA SUEZ CANAL.

THE Company intends to despatch (VIZ. NO. 3) a Steamer from TRIESTE to BOMBAY about the 20th February next. Early application for passages should be made to prevent disappointment. The rates for Cabin Passengers include food and table wines.

PASSENGER RATES FROM BOMBAY:

	Cabin.	Deck without Food.
To Aden	£16	£ 6-15
To Suez	£28	£11-15
To Port Said	£30	£12-10
To Trieste	£40	£16-10

Cargo taken for Trieste, also for Venice, Constantinople, and Odessa, Aden, Egypt, England and the Continent generally.

There is also a weekly service by MAIL STEAMERS between Alexandria and Trieste, and once every month, in conjunction with the P. & O. Co.'s Mail Steamers to and from Suez. The Austrian Lloyd's Mail Steamers leave Alexandria direct for Trieste immediately after the arrival of the Bombay and Calcutta Mails from Suez. The distance between Alexandria and Trieste (2,230 miles) is shorter than that between Alexandria and Marseilles, and the voyage to Trieste is much more agreeable, it being a continual trip full of variety of beautiful scenery from the Island of Candia to the Port of Trieste. The passage occupies only 4½ days. The Company's best Steamers are employed on this line, which was built expressly for this service, with special regard to the accommodation and comfort of passengers, and have an experienced surgeon on board. At Trieste the traveller has the opportunity of visiting the interesting cities of Venice, Milan, Florence, Rome, Naples, &c., and proceeding to Switzerland, Germany, France, and England, by the most interesting routes.

For further particulars apply to VOLKART BROTHERS, Agents Austrian Lloyd's Steam Navigation Company.

Bombay, 19th December 1870.

SHIPPING.

BRINDISI ROUTE.

SUPPLEMENTARY MAIL LINE.

UNDER AUTHORITY FROM THE ADRIATICO ORIENTALE COMPANY.

THE undersigned are prepared to issue THROUGH TICKETS from ALEXANDRIA to BRINDISI, ANCONA, VENICE, NAPLES, ROME, BOLOGNA, FLORENCE, TURIN, SUSA, VERONA, CAMERLATA, MILAN, and PARIS.

Steamers leave Alexandria on the arrival of the Mail from Bombay.

The passage from Alexandria to Brindisi occupies only three days, and the through journey to London about 140 hours, making a saving over other routes of about 48 hours.

On arrival of the weekly fast Steamer from Alexandria, carrying the Supplementary Indian Mail, an Express Train is run from Brindisi by the South Italian Railway en route for London, via Ancona, Bologna, Turin, Mont Cenis, Paris, Calais, and Dover.

The saving in time and the shortness of the sea voyage recommend this route to passengers.

RATES OF FARE FROM ALEXANDRIA.

	1st Class. 2nd Class.		1st Class. 2nd Class.
To BRINDISI ...	Rs. 110 Rs. 80	To ROME ...	Rs. 123 Rs. 89-8
„ VENICE ...	Rs. 129 Rs. 88	„ PARIS ...	Rs. 206 Rs. 156-8

For rates to other towns apply to STEARNS, HOBART, & Co., Agents.

Bombay, 29th December 1870.

STEAM FERRIES (under contract with Government).—Steam Ferry Boats will ply across the Harbour daily, stopping at the undermentioned Landers:—

FARES FROM BOMBAY TO

Class.	Rewas.	Dhurumtur.	Oorun.	Hog Island.	Oolwa.
	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.
First Class	3 0	3 0	2 0	2 0	3 0
Second Class	0 12	1 0	0 8	0 12	0 12
Third Class	0 6	0 8	0 4	0 6	0 8

The Rewas and Dhurumtur Ferry Steamer leaves Carnac Bunder daily at 8 A.M., and Dhurumtur at 1 P.M. The Oorun, Hog Island, and Oolwa Ferry Steamer leaves Carnac Bunder daily at 8-30 A.M., and Oolwa at 1 P.M. Passengers are required to obtain Tickets from the Bunder Clerk previous to proceeding on board.

J. A. SHEPHERD.

No. 22, Rampart Row, Bombay.

NOTICE.—Consignees of CARGO per S.S. MILBANKE, from Liverpool, are hereby informed of the ARRIVAL of the VESSEL, and requested to take immediate delivery of their respective Goods.

W. NICOL & Co., Agents.

Bombay, 30th December 1870.

CONSIGNEES of CARGO per Ship DUKE OF EDINBURGH, Captain Barnard, from London, are requested to send OFF BOATS at once to TAKE DELIVERY of their respective GOODS, otherwise the same will be landed by the Cap ain at the risk and expense of the concerned.

Captain Barnard will not be responsible for the condition of any package after it has once left the ship's side.

G. F. PIM & Co., Agents, Ship Duke of Edinburgh.

SALES BY AUCTION.

CRAWFORD and COMPANY, 3, Marine Street, Bombay.

SALE OF SUPERIOR TEAK SQUARES, TIMBER, SCANTLING, &c.

TO-MORROW TUESDAY, the 3rd January 1871, at 3 P.M., Messrs. CRAWFORD and Co. will sell by Public Auction, at the Tank Bunder, on account and at the risk of the above Ports on the remaining portion of square timber and scantling per Adriatic, consisting of 175 squares, about 195 tons, and 24 tons scantling.

On account of the concerned—

38 Squares first-class Teak Timber and 6 yard per Fanny.

N.B.—The above will be sold in small convenient lots to suit purchasers.

SALE OF TIMBER.

On WEDNESDAY, the 4th January 1871, at 3 P.M., Messrs. CRAWFORD and Co. will sell by Public Auction, at Mazagon Dareshikna Bunder—

100 first-class Teak Logs.
270 second-class ditto
160 Toms Board and Scantlings.

N.B.—The above will be sold in small convenient lots to suit purchasers.

Bombay, 1st January 1871. CRAWFORD & Co.

BENNETT and COMPANY, No. 5, Forbes Street.

AUCTION SALE of neat and modern Household Furniture, Plated Glass and Porcelain ware, a handsome English-built Mahogany Sporting Mission Brougham by Mr. Marks, a powerful bay Broughan Horse, &c., at Middle Colaba.

On WEDNESDAY, the 4th instant, Messrs. BENNETT and Co. are instructed to sell by Public Auction, at their residence at the above-noticed place, the neat and modern Household Furniture, Broughams Horse, &c., the property of R. L. King Esq.

No Catalogue and the property is now on view.

AUCTION SALE of valuable and handsome Household Furniture, Plated Glass and Porcelain ware, a first-class English Mahogany Sporting Landeau, Grey Horse, by Bounty and Co., a ditto Cottage ditto by Collard and Collard, &c., at Malabar Hill.

On WEDNESDAY, the 11th instant, Messrs. BENNETT and Co. are instructed to sell by Public Auction, at their residence, at the above-mentioned place, the valuable and handsome Household Furniture, Plated Glass and Porcelainware, Pianos, &c., the property of A. Kittredge, Esq., and William Christie, Esq.

Full particulars will be given hereafter. Catalogues will be published, and the property on view 4 days before the day of sale.

AUCTION SALE OF VALUABLE LANDED PROPERTIES.

Messrs. BENNETT & Co. are instructed to sell by Public Auction, on the premises, by order of Jamadar Uwadjin Oomarbin Ewad Ughalbadee, Esq., the Mortgagee, and on account and at the risk of Hadjee Seedick Hajee Oosman, the Mortgagor, the following valuable landed properties:—

On WEDNESDAY, the 3rd instant, at 3 P.M.

All that right, title, and interest possessed by the said Hajee Seedick Hajee Oosman in and to a piece or parcel of hilly or bhatt ground belonging to the Government, situate, lying, and being at Sewry in the Mahim District, in the Island of Bombay, containing by admeasurement 131 square bungas, be the same little more or less, and subject to the payment of ground-rent called Foora Feroza annually Rs. 1-8-5, standing in the Collector's Books in the name of Sewba Antoba under No. 125 and bounded as follows:—that is to say, on or towards the east by a public road leading to Waddala, and bhatt ground of Dhuba Rama, on or towards the west and north by the vacant ground of the Government, and on or towards the south by the bhatt ground of Paulo Pascoal de Souza.

On the same day at 4 P.M.

All the right, title and interest possessed by the said Hajee Seedick Hajee Oosman in and to a piece or parcel of hilly or bhatt ground belonging to Government, situate, lying, and being at Sewry, containing by admeasurement 65½ Bungas, be the same little more or less, and subject to the payment of ground-rent called Foora Feroza annually as per Collector's Books in the name of Sewba Antoba under No. 126, of Wuddala village, and bounded as follows:—that is to say on the east by the road leading to Waddala and bhatt ground of Dhaia Rama, on the west and north by the Government vacant ground, and on the south by the ground of the said Hajee Seedick Hajee Oosman.

On the same day at 5 P.M.

All right, title, and interest possessed by the said Hajee Seedick Hajee Oosman in and to a piece or parcel of hilly or bhatt ground belonging to Government, situate, lying, and being at Sewry, containing by admeasurement 65½ Bungas, be the same little more or less, and subject to the payment of ground-rent called Foora Feroza annually as per Collector's Books in the name of Sewba Antoba under No. 126, of Wuddala village, and bounded as follows:—that is to say on the east by the road leading to Waddala and bhatt ground of Dhaia Rama, on the west and north by the Government vacant ground, and on the south by the ground of the said Hajee Seedick Hajee Oosman.

On the same day at 5 P.M.

All right, title, and interest possessed by the said Hajee Seedick Hajee Oosman in and to a piece or parcel of land or ground, with the messuage, tenement, or dwelling-house standing thereon, situate at Naghave Street, in the Island of Bombay, on the west side thereof in the Bhooleshwer Division, and assessed by the Collector of Assessment under No 58, and standing partly on the land or ground belonging to Jahangeer Burjorjee and partly on the ground belonging to the said Hajee Seedick Hajee Oosman, and containing by admeasurement 172 6/9 square yards, being 74 feet in length and 21 feet in breadth, be the same little more or less, and bounded as follows:—that is to say, on or towards the east by the Bhaibae Molla or Nagdavee Street, on or towards the west by the sweeper's passage, on or towards the north by the charitable vacant ground of Mahomedjee, and on or towards the south by the house of the said Memon Hajee Seedick Hajee Oosman.

On the same day at 5 P.M.

Lot No. 2.—All that piece or parcel of land or ground, with the messuage, tenement, or dwelling-house standing thereon, situate at Naghave Street, on the west side thereof in the Bhooleshwer Division, in the Island of Bombay, and assessed by the Collector of Assessment under No. 59, and standing on the Sarandare ground, belonging to Manekjee Jessajee Wadia, and being 75 feet and 6 inches in length and 28 feet in breadth, and containing by admeasurement 234 3/9 square yards, be the same little more or less, and bounded as follows:—that is to say, on or towards the east by the Bhaibae Molla or Nagdavee Street, on or towards the west by a sweeper's passage, on or towards the north by the house of the said Hajee Seedick Hajee Oosman, and on or towards the south by the house of Memon Saboo Essack.

Bombay, 1st January 1871. BENNETT & Co.

ADVERTISEMENTS.

...ATIC, and AMERI...

NOTICE is hereby given, ...th June 1870, will be ...pear in the Bombay ...ed.

...e Directors,
CHAS. E. BENN,
...Bombay (Limited).
...ber 1870.

F I C E.—

...SHOPS. MER...
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COMMERCIAL INTELLIGENCE.

BOMBAY BILL AND STOCK LIST.

BANKS.

Number of shares.	Nominal value per sh.	Paid up.	Last quotation.	Names.	Cash Rates per Share.
	Rs.	Rs.			
100,000	100	all paid	3 p.c.	Agra Bank	95
22,500	1,000	all paid	3 p.c.	Bank of Bengal	1,450
10,000	500	all paid	1½ p.c.	Bank of Bombay New	620
10,000	500	10 % dis.	Ditto	Ditto and Res. Issue	160
8,000	1,000	all paid	1½ p.c.	Bank of Madras	1,660
20,000	250	62½ p.c.	Chartered Mercantile Bk. of L. & Chin.		250
6,000	775	all paid	12 p.c.	Hong. & Shanghai Bank	360
4,000	250	all paid		Chartered Bk. of L. & C.	150
20,000	100	12½ p.c.		National Bank of India	112
10,000	500	all paid		Oriental Bank	440

CALCUTTA.—28TH DECEMBER 1870.

The following transactions were reported to-day:—

Government Securities—

4 per cents ... several batches at Rs. 97-10, or 2-6 discount, and two ... or three ... Rs. 97-12, or 2-4 discount.

5 per ... Rs. 105-6/7, last evening at Rs. 106-10.

In shares—

Nat... Bank shares at Rs. 116.

Bonded Warehouse Association shares at Rs. 530.

East Indian Railway Stock, at Rs. 250 per £20.

... Rs. 98 to 98½.

MILITARY.

ARRIVALS.—DECEMBER 31.

... 3rd Hussars on leave, from Ahmednuggur.

... Assistant Surgeon, Royal Artillery, on duty, from Poona.

... Lieutenant, General List, Cavalry, on furlough, from Europe.

DEPARTURES.—DECEMBER 31.

... Assistant Surgeon, Medical Department, from leave, to Ahmedabad.

Oliver, Veterinary Surgeon, Royal Artillery, on medical certificate, to Meerut.

Russell, Veterinary Surgeon, Royal Horse Artillery, on duty, to Peshawur.

Miles, Major, Bengal Staff Corps, on furlough, to England.

Dalmahoy, Captain, Bombay Army, on medical certificate, to England.

Curtis, Lieutenant, Bengal General List, Cavalry, on furlough, to England.

Murray, Captain, Madras Staff Corps, on medical certificate, to England.

Leeds, Lieutenant, 87th Foot, on private affairs, to England.

Jones, Lieutenant, Madras Staff Corps, on leave, to England.

Hosseson, Colonel, Commandant 1st Infantry, on medical certificate, to England.

JANUARY 1.

Hogg, Major, Staff, to rejoin, to Poona.

Hansen, Major, 9th Regiment N. I., on leave, to Sholapore.

PRESIDENCY PAY-OFFICE NOTICE.

Bombay, 31st December, 1870.

It is hereby notified that pay and allowances in arrears for Dec. 1870 will be issued to the troops, &c., on the undermentioned days, from 10 A.M. till 3 P.M. (except on Saturdays, when payments will be closed at 1 P.M., and no moneys will be received after that hour), and that all abstracts should be sent to the Pay Office for examination two clear days before payment:—

On Tuesday, the 3rd, General and Garrison Staff.

On Wednesday, the 4th, Officers on duty at the Presidency.

On Friday, the 6th, H. M.'s 21st Regiment N. I. (or M.B.)

On Monday, the 9th, H. M.'s 22nd Regiment N. I.

On Wednesday, the 11th, Gun Carriage Department.

On Thursday, the 12th, Colaba Sanitarium.

On Monday, the 16th, Ordnance Department.

On Thursday, the 19th, Roman Catholic Orphanage.

On Friday, the 20th, Byculla Schools.

BENGAL GOVERNMENT ORDERS.

(*Calcutta Gazette*, Dec. ...)

Mr. Charles Dickinson Field, M. A., Ll. B., to be a Joint Magistrate and Deputy Collector of the ... grade, in Chittagong, but to continue to officiate as Civil and Sessions Judge of that district until further orders.

The Commissary to the Lord Bishop of Calcutta has granted to the Revd. Frederick Thomas Stewart Dyer, M.A., Chaplain of St. Paul's Cathedral, one month's leave of absence from the 1st January.

Assistant Surgeon John Guy French to officiate, until further orders, as Civil Assistant Surgeon of Mymensing.

Assistant Surgeon Cornelius John McKenna, 43rd Native Infantry, to officiate temporarily as Civil Assistant Surgeon of Gowhatty, in addition to his own duties.

Mr Alexander Vansittart Knyvett to officiate as District Superintendent of Police, Chittagong, during the absence on leave of Mr. Arthur King, or until further orders. The Court Inspector of Chittagong will have charge of the District Superintendent's office till the arrival of Mr. Knyvett, or until further orders.

Mr. Arthur King, District Superintendent of Police, Chittagong, leave for three months.

Her Majesty's Secretary of State for India has been pleased to grant an extension of leave for three months, on medical certificate, to Mr Arthur Anley, District Superintendent of Police, Jessore.

Mr. T. P. Parkinson, Executive Engineer, fourth grade, attached to the third Presidency Division, is allowed privilege leave for two months.

MADRAS GOVERNMENT ORDERS.

(*Fort St. George Gazette*, Dec. 27.)

Mr. George Thomas Egan to act as Assistant Superintendent of Police, 1st class, in Nellore, during the employment of Captain Young on other duty, or until further orders, vice Mr. Powell.

Lieutenant George Cumberland Cooper, Infantry General List, to act as Assistant Superintendent of Police, 2nd class, in Kistna District, during the employment of Lieutenant Bayley on other duty, or until further orders.

Captain Charles Chase Morris, Acting Assistant Superintendent, 1st class, Ganjam, to act as Assistant Superintendent of Police, 1st class, in the Godavery District, during the absence of Captain Whitlock on leave, or until further orders.

Mr. Harry Thornton Ross, Acting Assistant Superintendent, 1st class, Godavery, to act as Assistant Superintendent of Police, 1st class, in Kimedy, in the Ganjam District, during the absence of Captain Wilton on leave, or until further orders.

MILITARY DEPARTMENT.

The following promotion is made in the Commissariat Department, with effect from the 1st December 1870:—

Major G. R. P. Boileau, of the Staff Corps, Assistant Commissary-General, 2nd class, to act as Assistant Commissary-General 1st class, during the absence on furlough to Europe of Lieut.-Colonel R. Benson, or until further orders.

Lieutenant-Colonel J. W. Rotherford, of the Infantry, furlough for one year, and to embark from Bombay.

Major C. C. Minchin, of the Staff Corps, Political Agent and Superintendent of Bhawnipore, furlough for two years, and to embark from Bombay.

Lieutenant-Colonel T. M. McHutchin, Deputy Superintendent of the 1st grade, Mysore District, having returned from the leave granted to him in Madras G. O. G. No. 309, dated 26th October 1868, will resume charge of his district.

Major C. Elliot, C.B., Superintendent of the Ashtgram Division, having returned from the leave to Europe granted to him in Madras G. O. G. No. 410 of the 10th November 1868, will resume charge of his division.

Major J. A. Campbell, officiating Superintendent of the Ashtgram Division, will assume charge of the Nuddidroog Division from Captain T. G. Clarke.

Captain T. G. Clarke will resume charge of the duties of officiating Secretary to the Chief Commissioner of Mysore and Coorg.

Captain R. A. Cole, Superintendent of Coorg and officiating Secretary to the Chief Commissioner of Mysore and Coorg, to act until further orders as Deputy Superintendent of the Bangalore District, from the date of his being relieved by Captain T. G. Clarke.

SHIPPING.

DAILY FREIGHT REPORT—31ST DECEMBER.

London...	Cotton	£2 0s. 0d.	p. ton.
	Cases	£2 0s. 0d. to £2 5s. 0d.	"
	Steele	£1 5s. 0d.	"
	Iron Ships Cotton	£1 17s. 6d. to £2 0s. 0d.	"
	Wooden Ships	£1 17s. 6d. to £2 0s. 0d.	"
	Myrabolams & Cutch	£0 7s. 6d. to £0 10s. 0d.	"
	Rice	£0 5l.	"

DAILY IMPORTS.—31ST DECEMBER.

FROM LIVERPOOL.

Tinsah (s), 2 casks lead piping, tinned, and 1 box hardware, Fraser and Miller.

Wennington, 2 cases shuttles, Manockjee Petit S. & W. Co.; 1 cask hardware, Noor Momed Bharmull.

Blythwood (s), 10 casks brassware, Essoobhoy Ebrahjee.

FROM LONDON.

Tagus (s), 36 cases glassware, Pestonjee Cursetjee Cima; 1 cask rose powder pink, 4 packages brushes and 3 packages hardware, Bapiodia Adjbhoy.

Canning, 40 cases yellow metal sheets, Canjee Khetsee; 200 barrels coal pitch, Stenhouse & Co.

Khimjee Oodhowjee, 40 barrels glassware, Hajee Nathoo Mahomed.

Hawarden Castle (s), 2 cases Spanish stripes, Pallonjee Hormusjee Sons & Co.

Duke of Edinburgh, 12 cases paper, Canjee Khetsee.

FROM SUEZ.

Golconda (s), 1 box tobacco, Stearns, Hobart & Co.; 2 cases haberdashery, &c., The London A. & A. Company.

Sumatra (s), 2 packages hardware, A. A. Raman; 5 cases cochineal, The London A. & A. Company.

DAILY EXPORTS.—31ST DECEMBER.

FOR LIVERPOOL.

Historian (s), 43 bales cotton, Ryechund Amoolnk; 50 bales wool, Megjee Ramjee; 2 bales wool, Morarjee Cursondass; 55 bales cotton, Pooranmull Chunniram; 86 bales cotton, Jaisiram Cursoniram; 28 bales cotton, Cutchermull Motta; 28 bales wool; Dhurumsee Mooljee; 50 bales cotton, Heerjee Nagsee & Co.; 50 bales cotton, Seajee Bhojraz; 5 bales mu. jet, Finlay, Muir & Co.; 21 bales cotton, H. D. Freck & Co.; 105 bales cotton, Canjee Parbut & Co.; 50 bales wool, Bhimjee Canjee.

Australia (s), 50 bales wool, Bhimjee Canjee; 110 bales cotton, Anundjee Visram; 50 bales w. ol, Hurridass Gangjee; 50 bales wool, Dongersee Gopjee; 50 bales wool, Jaitha Wurriah.

Mabel, 150 ewis. buffalo horns, Hasum Noor Momed; 20 bales cotton, Motee Ludha; 75 bales hemp, Lalljee Gilla; 50 bales cotton, Knoop & Co.

Gitana, 893 bales cotton, Shewram Ramchund; 115 bales cotton, Hameermull Carsondass; 131 bales cotton, Vurdhman Tekursee; 50 bales cow hides, Edward Bates & Co.

Tagus (s), 100 bales cotton, Goculdass Heerjee & Co.; 50 bales cotton, Vurdhman Poonsee & Co.; 120 bales cotton, Peel, Cassels & Co.; 200 bales cotton, W. Nicol & Co.; 200 bales cotton, Finlay, Muir & Co.; 75 bales cotton, G. Sigg & Co.; 50 bales wool, Jaitha Pursotum.

FOR LONDON.

Columbian (s), 19 chests cardamoms, Soonderdass Mooljee.

FOR TRIESTE.

Australia (s), 500 bales cotton, A. C. Gumpert & Co.; 125 bales cotton, Knoop & Co.

Golconda (s), 200 bales cotton, H. Bomanjee, Touche & Co.

FOR ALEXANDRIA.

Australia (s), 100 bales cotton, Volkart Brothers.

FOR BRINDISI.

Golconda (s), 50 bales cotton, H. Bomanjee, Touche & Co.

FOR HONGKONG.

Ellora (s), 8 bales cotton, Jairazbhoy Peerbhoy; 5½ chests Malwa opium, Mathoordass Goculdass; 13 chests Malwa opium, Cursetjee Bomanjee & Co.

FOR SHANGHAI.

Ellora (s), 8 chests Malwa opium, Heeralal Ramgopal; 22 chests Malwa opium, Cursetjee Bomanjee & Co.; 36 chests Malwa opium, Goolraj Sunghanee.

ANNUAL INTERNATIONAL EXHIBITIONS OF SELECTED WORKS of FINE and INDUSTRIAL ART and SCIENTIFIC INVENTIONS, under the direction of Her Majesty's Commissioners for the Exhibition of 1851.

The undersigned begs to inform the Members of the Committee that a GENERAL MEETING will be HELD at the Town Hall on THURSDAY, the 5th instant, at 4 P.M.

C. R. OVANS, Honorary Secretary.

Honorary Secretary's Office, Bombay Local Committee, 2nd January 1871.

DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BOMBAY.

BIRTHS.

CLARK—December 13th, at Berpore, the Lady Leslie Clark, of a daughter.

LEVI—December 31st, at Hurda, Central Provinces, the wife of Mr. M. Levi, station master G. I. P. Railway, of a daughter.

PERCIVAL—December 27th, at Bhownuggur, Mrs. Percival, of a son.

BENGAL.

BIRTH.

SWAN—December 26th, at Howrah, the wife of G. W. Swan, Esq., House Surgeon, Howrah Hospital, of a daughter.

MARRIAGES.

PRITCHARD—CONNEW—December 23rd, at St. John's Church, by the Rev. J. Stephenson, Alfred Pritchard, to Mary, fourth daughter of the late Captain H. B. Connew, H. M. S.

RIDDLESDALE—LEE—December 28th, at St. Thomas's Church, Calcutta, by the Rev. T. D. Grey, John J. Riddlesdale, to Grace Alice Lee.

MADRAS.

BIRTHS.

LEACH—December 24th, at Hope-Ville, Old Ramora Road, Madras, the wife of Mr. James Leach, Apothecary Madras Railway Company, of a son.

MINCHIN—December 22nd, at Loch End, Ootacamund, the wife of J. W. Minchin, of twin daughters.

MARRIAGE.

GRIGG—DEAS-THOMSON—Nov. 30th, at St. Thomas', Ootacamund, Henry Bidwell Grigg, Madras Civil Service, son of the Reverend T. N. Grigg, Vicar of St. George's, Kingswood, W. Bristol, to Elizabeth Louisa, daughter of Edward Deas-Thomson, Esq., C. B., Barham, Sydney, N. S. W.

DEATH.

DRURY—December 24th, at Madras, Lieut.-Colonel Charles Harrison Drury, Controller of Military Accounts, Madras Army.

NORTH-WEST PROVINCES, &c.

BIRTHS.

HUNT—December 26th, at Fyzabad, the wife of W. Hunt, Esq., C. E., of a son.

HOLLINGSWORTH—December 16th, at Peshawur, the wife of Sergeant John Hollingsworth, H. M.'s Bengal Sappers and Miners, of a daughter.

WAREHAM—December 28th, at Agra, the wife of Mr. F. S. Wareham, Telegraph Master, of a daughter.

COOKE—December 28th, at Morar, Gwalior, the wife of Lieutenant Edward S. Cooke, 34th Regiment N. I., of a daughter—still-born.

MARRIAGES.

JOHNSON—EYEARS—December 27th, at St. John's in the Wilderness, Nynee Tal, by the Rev. C. J. Richards, Henry William Johnson, Nynee Tal, to Mary ... Eyears, of Calcutta.

PARSONS—O'CALLAGHAN—December 27th, at Benares, by the Rev. H. Heinig, J. D. Parsons, Customs Department, to Miss Annie O'Callaghan.

DEATH.

KELLY—December 21st, at Moolton, of fever and convulsions, Clara Spencer, aged 10 years and 1 month, child of William Kelly.

NOTICE.

All CHEQUES, MONEY ORDERS, and other Remittances, sent to this office, should be made payable to the "Proprietor of the *Bombay Gazette*."

All communications respecting advertisements should be addressed to the "Advertisement Department."

Bombay Gazette Office, Bombay.

The Bombay Gazette.

MONDAY, JANUARY 2, 1871.

...ATEVER doubts may have been entertained ...ting the fate of the Avron redoubt they ...t at rest by the positive statement that the ...n was occupied by the Saxons last Tuesday. ... operation materially reduces the power of ... Parisians to act offensively on the southern ... of the Eastern front; since the spur on ...ich Avron stands exercises a decided in...ence over the lower country north and ...uth from the Ourcq Canal to the Marne. ...rties on either flank will therefore be very ... The telegram of December 30 is ...ort Rosny could not have been ...olumns of soldiers, because it is one ... on that side, and well flanked ... attack which was repelled ...tempt to storm the Avron ...k was rendered untenable ...fire.

...neral von Manteuffel con...ded. Bapaume, on the road ...rras, has been occupied; the ... to fight another battle have ...for Lille; and it remains to ... German leader thinks it ... Peronne in his right ... has not been able ... may be ... it is ...

The Times' correspondent is informed that all the reports ... out to India for ... are, it is ...

No doubt it is very shocking, perhaps criminal, but it cannot be helped—our sole interest in the break-of-gauge question is purely military. We ought to think about commerce and the conveniences of travellers, but the P. W. D. Secretariat, and nearly all the rest of the world, have taken those interests under their august protection. With such powerful patrons they may be safely left, and we shall injure no one by taking the part of such a triviality as the military security of the empire. It is quite unfashionable to suppose that soldiers in India will ever be wanted. In Bombay the administration of the army is conducted on that principle, the headquarters staff looking upon it as an institution maintained in order that places may be provided for the favoured few, soldiership being a positive disqualification. This, however, only by the way; it has only an indirect bearing on break of gauge; but military efficiency seems to have as little weight in the P. W. D. Secretariat as it apparently has at Bombay Army Head Quarters.

For example. Here are Colonel Strachey and Colonel Dickens, both military men, members of that branch of the army supposed to take a scientific view of warfare. They have settled to their satisfaction, as will have been seen from the papers published in our Saturday's issue, that providing the number of carriages are nearly doubled a narrow gauge line from Lahore to Peshawur would transport as many men, in complete fighting order, as the standard gauge. Suppose we admit this, and how much further do we advance in the argument? Not a step. For the gallant engineers have missed the point at issue. The real question does not arise when the trains are in motion. It comes up before that period. It is not the different carrying capacities of two lines of railway that we have to discuss. It is the break of gauge. But Colonel Strachey and Colonel Dickens have omitted to present the Government of India with any fact or argument whatever on that point. What does a break of gauge mean? It means this: That a train full of soldiers and guns and horses and baggage and materiel of all kinds arrives at a station where the engines, carriages, trucks, horse-boxes cease to be of use; where everything has to be unpacked, transported to the new line, and packed afresh. The ordinary mind only thinks of infantry soldiers marching from one set of carriages to another; and if that were all, two or three breaks of gauge would matter very little. But the ordinary mind forgets that other component parts of a brigade, a division, or an army; forgets that these—things which cannot walk—would have to be moved; forgets that such an operation takes *Time*, and that in war time is of inestimable value. Here is the knot of the difficulty; the two able Colonels have neither untied nor cut nor alluded to it in any way. Their argument is valid only in so far as it applies to two different kinds of railways in the abstract. It does not touch the essence of the question, time. Now the hour, or hours or days—and cumulatively it would come to days—wasted at the station where a break of gauge occurred, might be the hour, or hours or days in which an empire might be imperilled, perhaps lost. If there were no break of gange at the station supposed, although no more troops, guns, horses, munitions might reach the point of concentration, yet manifestly they would reach that point in less time—a vital consideration. Except in so far as cost of transit from line to line is concerned, break of gauge would be not of the least moment, did not that very operation of transit take time. But it would take time—in a period of possible confusion much time; there would be delays, and if the enemy were swift in his movements, and enemies can be swift, the delay might be fatal, and the break-of-gauge difficulty solved by a rapid march of the enemy on the point of *dis*-junction. Consider: the use of railways in warfare is, at the outset, to afford means of rapid concentration, and next to transport supplies to some safe point in rear of the front occupied by the army. They are of little, if any, use in manœuvring before an enemy, although of course they can be used to reinforce one army at the expense of another. Well; break of gauge operates directly to obstruct and retard both the concentration of troops, the reinforcement of a wing, using the word in the larger sense, and even transport of supplies. These are general considerations dictated by common sense, one of the most potent factors in the practice of war; but Colonel Strachey and Colonel Dickens, though diffuse on commerce, are silent on the only point of the question interesting to military men.

Finally, for the present, let us ask to what part of the Indian railway system is it proposed that obstruction to the movement of armies should be scientifically applied? Where, but to that very territory and to those strategical points which have a pre-eminent military importance! It is to the communication between Lahore and the trans Indus, to the line between Lahore and Kurrachee, perhaps to the line between Lahore and Mooltan! The project amounts to this—that the movements of troops on common roads would not be hindered, were part of some main line to be made so narrow that a total change in the army transport would be required in order to enable the brigades to get through that tract! What is proposed is that an artificial defile shall be constructed, with malice aforethought, between Lahore and Peshawur; an entirely novel mode of augmenting facilities for the concentration and supply of troops in case of need. But what matters the fate of the empire compared with the glory of making thousands and thousands of miles of railway on the Cheap Jack principle?

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AT the last meeting of the Agri-Horticultural Society of India at Calcutta, the following resolution was unanimously passed:—

"That this Society has heard with the deepest regret the intelligence of the decease of Dr. Thomas Anderson, superintendent of the Royal Botanical Garden, Calcutta. A worthy successor of Wallich, Griffith, Falconer and Thomson, he has been cut off in the prime of life, ere the science to which he devoted himself could reap fully the benefits of his varied knowledge and matured experience. In him this Society mourns the loss of one of its late vice-presidents, and of a contributor to its journal of many of the most interesting and useful papers in it. This Society takes, therefore, this the earliest opportunity in its power of placing on record in its proceedings its high appreciation of his services in the cause of botanical science, and the loss that this science has sustained in his early death."

THE transfer of the services of Mr. G. W. Kellner to the Military Department is, as stated in the Government order, a wholly temporary arrangement, and for three months only. The "Examiner" says "the object is the preparation of the annual budget of the Military Finance Department under an arrangement which will preclude any necessity for withdrawing any of the officials of that department from its ordinary current work, which is very heavy. Major-General Broome's sick leave is only for three months, and will be put in at Simla, a winter at which bracing place has been prescribed for the major-general. The temporary vacancy created in the Military Finance Department by this leave will not be filled up, and Major-General Broome will resume his duties on the return of the department to Simla."

WITH reference to a communication from the Home Department, on the subject of the memorial submitted by the graded officers of the Bengal Educational Service for improved terms of leave and pension, and of an enquiry by the Home Government, in regard to any modification of the pension rules which affect that branch of the public service, the Government of India, in the Financial Department, is said to have observed that the question of leave to educational and certain other classes of uncovenanted officers is still under discussion with the Home Government; but that since the Secretary of State has, in several instances, refused to entertain a proposal for increase of pensions to uncovenanted servants, there seems no reason whatever for proposing pensions for the educational department higher than those conceded to the body of the uncovenanted service.

MAJOR GENERAL GOLDSMID, who has been deputed by the English Government as one of the commissioners for arbitrating in the boundary disputes between Persia, Afghanistan and Beloochistan, has during the last six weeks (says the "Examiner") been gradually marching towards Kerman. He was last heard of at Ispahan. It was intended that the Seistan question should be the first to be considered. But the outbreak of Yakoob Khan has interrupted this arrangement, and the commissioners will this season give their attention to the disputes on the Perso-Belooch border. The Khan of Khelat will be duly represented on the occasion. Captain Harrison, the present agent at the Khan's court, and Major Ross, the Political Assistant at Gwadur, on the Mekran coast, will also be in attendance. The Persian commissioner, who is a nephew of the present Persian Minister for Foreign Affairs, is General Goldsmid's travelling companion.

CAPTAIN W. C. CAMPBELL, formerly aide-de-camp to Sir Hope Grant and Sir G. Le Marchant, and now adjutant of the Body Guard of H. E. the Governor of Madras, has just returned to his appointment from furlough to Europe. "Captain Campbell," the "Madras Mail" tells us, "made his way back to India by a novel and most interesting route, having travelled first by way of St. Petersburg, Moscow, Niji-Novogrod and Astrakan to the Caspian Sea, which he crossed, and then made his way across Persia on horseback through Teheran, Ispahan, Shiraz, and Bushire, a ride of about 1,000 miles. From Bushire he took steamer to Bombay. The journey occupied about three months. While in Russia, Captain Campbell noticed that large numbers of troops, armed principally with American breech-loaders, were being despatched to the south. But it was only when he arrived at Shiraz that he heard of the Black Sea question. Here is another little straw to show which way the wind has been blowing."

ON an application from the Government of India, which raised the question whether an officer who, up to his election of the furlough rules of 1868, has abided by those of 1796, can claim the benefit of clause 23 of the rules of 1868, which allows a certain proportion of leave to count as service for pension—the Home Government has ruled that the clause in question certainly speaks of retaining a privilege heretofore granted, and officers, under the rules of 1796, had not the privilege referred to, but it was intended to lay down a general principle applicable to all officers accepting the new rules, as is shown by the subsidiary rule, section 34, page 3. In the case under reference, therefore, the officer who had elected the 1868 rules would, on completing an "aggregate service" of twenty years, computed according to the method which has been adopted for counting service, partly under one set of rules and partly under another, be entitled to count two years of leave taken since July 1868, as service for pension.

ADDITIONAL PASSENGERS BY THE HOMEWARD MAIL.

...and O. C... Captain N. ... Captain ...

LATEST TELEGRAMS.

[PER REUTER'S AGENCY.]

THE WAR.

By British Indian Cable.

FLORENCE, 29TH DECEMBER.

A great part of Rome and its environs is inundated in consequence of the overflowing of the Tiber. Considerable damage has been done.

LONDON, 30TH DECEMBER.

Official news received from Paris states that the Prussians furiously attacked Fort Rosny and Plateau Avron on Wednesday, and that they attempted the bombardment (of those places). They were, however, repulsed with considerable losses. Later news reports that Avron has been evacuated by the French, who left their guns and dead.

General Manteuffel has occupied Bapaume.

LONDON, 31ST DECEMBER.

The French Government has determined not to send a representative to the London Conference on the Russian question, unless England first recognises the Republic.

Mont Avron has been occupied by the Saxons.

A conspiracy has been discovered between the French prisoners at Mayence, Coblentz, and Cologne, 50,000 in number, their object being to meet and fight their way back to France. The outbreak was prevented.

Dijon has been evacuated by the enemy.

Arras has been abandoned by the French.

Vitry has been destroyed.

A German assault made on Belfort on Tuesday was repulsed.

LONDON, 31ST DECEMBER.

The French camp at Bondy has been broken up, and the French batteries there silenced. A few shells have been sent inside Paris, into Lavillette and Belleville.

After several engagements Peronne has been invested by the Germans.

French accounts report that General von Werder has evacuated Gray and is retreating towards Versome (sic).

The death of Major-General Louth is announced.

THE BOMBAY MAIL.

ADEN, 1ST JANUARY.

The Baroda with the outward Indian Mails left here for Bombay to-day at 12 o'clock noon.

By Indo-European Telegraph.

LONDON, 29TH DEC., AFT.

The Liverpool Cotton Market to day was dull and heavy.

Fair Dhollera 6½d.

The Bank of England Returns show the following results:—

Reserve of Notes ...£14,000,000, Dec. £187,500.

Bills discounted.....£17,187,500, In. £1,250,000.

Bullion.....£22,687,500, Dec. £437,500.

Consols 91¾.

The transport Serapis reached Portsmouth on the 28th instant.

THE VICEREGAL LEVEE AND DRAWING-ROOM.

THE levée held on Tuesday was well attended, and certainly showed no symptoms of that want of respect on the part of the general community which some prophesied.

The drawing-room on Wednesday night also was well attended, and some names would have appeared in the list if punctuality had been a greater virtue among us. Last year an early attendance involved a crush and long waiting, so many ladies thought it would be better to arrive at a later hour, to avoid the crush and delay. So many did this, however, that the presentations were finished in half an hour, the scene closed before some prudent ladies arrived, and thus were left out to their extreme disappointment. Punctuality is a virtue of sovereigns. Subjects should not forget this law.—*Englishman*, Dec. 30.

SUICIDE OF AN OFFICER AT CAWNPORE.

A DISTRESSING story reaches us from Cawnpore that Captain Johnson, lately serving at Allahabad with the detachment of the 1-14th Regiment, has committed suicide at the former place. We are told that while here the deceased officer had shewn such distinct symptoms of mental disorder, that he had been ordered to the head-quarters of the regiment for medical examination. If the details as reported to us are in accordance with facts, there can be little doubt of his unsound mind at the time of the catastrophe. We are told that about noon on the 26th instant, the deceased mounted his bicycle and rode some four or five miles to the tank at Nawabgunge. He there asked some natives to fetch him bricks, but they refused, under the impression that he would throw them at themselves. He, however, looked about for stones or bricks, and at last finding some hard materials began to beat his head with them, and almost immediately afterwards hurried to the adjoining tank, a very deep one, and threw himself in. The natives, witnesses of the scene, then ran for the police, who dragged the tank. The body was easily recovered, but life was extinct.—*Pioneer*, Dec. 31.

AFGHANISTAN.

THE following telegram has been received by the Foreign Office at Calcutta, from the Commissioner of Peshawur, in reference to certain reports from Cabul, published in the "Delhi Gazette" (from which they were extracted by the "Englishman"):—

"Not a word of truth in the report in the 'Englishman' that Yakoob Khan had taken Candahar. I have Cabul news to 19th. The Syud has arrived from Candahar and been received kindly."

(*Pioneer*, Dec. 30.)

THE startling intelligence from Cabul respecting the victory of Yacoob Khan and his seizure of Candahar, published the other day in the *Delhi Gazette*, is not only unconfirmed, but is rather at variance with the actual official information received. According to the most recent accounts Yacoob Khan was at Rodlan on the left bank of the Helmund, just beyond Afghan territory, and there was even a rumour that he had passed into Persia. We do not, however, vouch for the truth of this report; but if *this* we do feel confident, that Yacoob Khan could not possibly have been at Candahar at the time when he is said to have taken it. That province may have thrown off its allegiance, but Yacoob Khan was assuredly not there to kindle the rebellion.

BOMBAY GOVERNMENT TELEGRAPH OFFICE—1ST JAN., 9 P.M.

Latest dates from United Kingdom.

Via Russia, 30th Dec., 12-35 P.M., Greenwich time. Time in transit, 36 hours 55 minutes.

Via Turkey, 31st Dec., 4-40 P.M., Greenwich time. Time in transit, 16 hours 1 minute.

Via Red Sea, 31st Dec., 1-35 P.M., Greenwich time. Time in transit, 18 hours.

Latest dates from Continent of Europe.

Via Russia, 31st Dec., 5 ... Greenwich time. Time in transit, 6 hours 45 minutes.

SHARMAN'S CASE.

APPLICATION TO THE HIGH COURT.

On Saturday the Hon. Mr. Justice Bayley heard counsel in Chambers of the High Court, with regard to a rule *nisi* served on Dr. Fraser, Full-power Magistrate, Poona, requiring him to show cause why John Dixon Sharman should not be released from custody upon his giving sufficient security before Dr. Fraser for his personal appearance from time to time as might be required by the mag strate during the investigation of the several heads of charge preferred against Sharman on the 19th of December by Major Mellis. Mr. McCulloch (in the absence of the Hon. Mr. Scoble, Acting Advocate General) appeared on behalf of the magistrate to show cause against the rule *nisi*; Mr. Anstey appeared on behalf of Sharman to support the rule.

Mr. McCulloch said he appeared on behalf of the prosecution to support the decision of Dr. Fraser, Full-power Magistrate at Poona. It appeared, he said, that several charges had been brought against Sharman, and that some of these were now before the magistrate who was conducting the investigation. That magistrate had committed him for trial at the Sessions, as it had appeared to him necessary to do so. There had been two new charges brought before the magistrate, substantially the same as those which were before his Lordship on a previous occasion; but in addition to the facts that were before his Lordship when the previous order was made, evidence had been given before the magistrate which in his judgment justified him in committing the accused for trial before the High Court on charges, amongst others, of non-bailable offences.

The Judge—He has been committed then?

Mr. McCulloch—Yes, my Lord; he has been committed. There were, he proceeded, two charges previously before his Lordship with reference to the arrest on them, and on that occasion what was before the Court was simply the information on which Dr. Fraser had acted; but since then a considerable amount of evidence had been taken in the matter, and the result of that had been the commitment on two charges—one of forgery, another of abetment of criminal breach of trust. There were also other charges, but as these were bailable, they were not in question at the present moment, and the only ones under which he had been committed, and which rendered it impossible for the magistrate to bail the accused at present, were those of forgery and abetment of criminal breach of trust. Now in showing cause at the present moment the prosecution was in this position—they had prepared an affidavit laying before his Lordship the information on which they had acted, or rather such portions as bore on the principal charges for which the magistrate had considered himself bound to commit the prisoner, but they were unable to swear the affidavits, because the officers of the Court declined to swear any affidavit until it was stamped. They would not take the money—perhaps there was no doubt they were justified by the state of the law in refusing to take anything but stamps—and the result was the affidavits could not be filed.

Mr. Anstey said he quite agreed with his learned friend at once. He thought it was an aspersion on respectable persons to say an affidavit was not as solemn and serious without a stamp, and he was ready that all should be read. The formal affidavit of service of the notice was, he believed, in the same position.

It was then agreed that all affidavits so remaining unsworn should be sworn and filed when the offices reopens, and that they might be read now on that understanding.

Mr. McCulloch afterwards proceeded to read Dr. Fraser's affidavit, which was as follows:—

"I, Alexander Garden Fraser, of Poona, Full-power Magistrate of the Poona District, and Justice of the Peace for the Presidency of Bombay, make oath and say as follows—

"1st. That in pursuance of a rule *nisi* granted by this Honourable Court on the 26th day of December, instant, a order was served on me on Wednesday the 28th inst., to show cause why John Dixon Sharman should not be released from custody on the terms in the said order mentioned.

"2nd. That on the 19th day of December, instant, Major George Julius Mellis laid a complaint before me, charging one J. Dixon Sharman with abetment of criminal breach of trust; and that after due verification of the complaint and examination of the complainant on oath, I issued my warrant for the detention of the said J. D. Sharman in custody till released therefrom by due course of law. Copies of the said complaint, examination, and warrant are hereunto annexed, and marked A, B, and C.

"3rd. That on the 27th day of December instant, the bill on which the complaint of criminal breach of trust against the said J. D. Sharman was founded, was produced before me by the said Major G. J. Mellis, and I again examined the said complainant on oath. Copies of the bill and examination are hereunto annexed, and marked D and E.

"4th. That on the 26th day of December, instant, having received all the evidence for the prosecution in re Queen vs. J. D. Sharman in another case, and that evidence having appeared to be sufficient for the conviction of the said accused J. D. Sharman of the offences of forgery, criminal breach of trust, abetment of criminal breach of trust, and other offences which are triable in the case of the said J. D. Sharman, being a European british subject, before the High Court of Judicature, I committed the said accused J. D. Sharman to take his trial before the said Court on charges of forgery, criminal breach of trust, abetment of criminal breach of trust, and other charges, in all to the number of seven, and the offences of forgery, criminal breach of trust, and abetment of criminal breach of trust being, by the schedule annexed to Act XXV. of 1861, declared to be offences for which bail shall not be taken, I issued my warrant for the commitment of the said J. D. Sharman to jail pending his trial."

Mr. Anstey objected to the reading of paragraph 5, as he said it was not a common practice for parties thus to make statements, not only on the information of another man, but on what he was going to say.

Mr. McCulloch replied that it might be a good reason for a magistrate's taking a particular course that he had been told the evidence was to be of a certain character.

The Judge—I think you may read it, Mr. McCulloch.

Mr. McCulloch then read the remaining portion of Dr. Fraser's affidavit, which was as follows—

"5th. That the prosecutor, on the part of Government, Charles Bradley Pritchard, Esq., of the Civil Service, has informed me that the evidence against the said J. D. Sharman of the offence charged by the said Major G. J Mellis is the case in which the said J. D. Sharman is still detained in custody will be the same as that given before me in the previous case, excepting that Devrao Subharao's evidence will be taken instead of that of Ashana Ramia, and as that evidence appeared to be sufficient for the conviction of the said accused J. D. Sharman of the offences charged, which offences are by law bailable, I am deprived by section 212 of the Criminal Procedure Code of all power to admit the said accused J. D. Sharman to bail, and indeed positively forbidden so to do. Copies of the evidence given before me by Major G. J. Mellis, Damodhur Tasedhan, and Ashana Ramia is the previous case are hereto annexed, and marked F, G, H."

The complaint by Major Mellis, dated the 19th of December, referred to in the affidavit, was as follows:—"I hereby charge John Dixon Sharman, supervisor Public Works Department, with abetment of criminal breach of trust, in that he induced Mr. Howard, Executive Engineer at Kirkee, to pay moneys, part of sums entrusted to him by Government, for expenditure on the guard-room of the Body Guard at Ambi, to one Devrao Subharo, which moneys were not due to the said Devrao Subharo, by falsely and with fraudulent intent, representing that the said Devrao Subharo had performed, and I beg that the said John Dixon Sharman may be proceeded against according to law."

Major Mellis's examination appended was as follows:—"The nature of the offence in this case is similar to that of the offence specified in another complaint against accused presented by me this day. The amount of our charge against Government in this case is about Rs 1,300."

The warrant ran thus:—"To Police Inspector TASNN, Poona city.—Whereas John Dixon Sharman, of Karrachee, at present in Poona, stands charged with the offence of abetment of criminal breach of trust, you are hereby directed to apprehend the said John Dixon Sharman, and to detain him in custody until released therefrom by due course of law. Herein fail not."

The examination of Major Mellis on the 27th December, attached to the affidavit, was as follows:—"Bill No. 27, now shown to me, is from the records of my office. It is made out by J. D. Sharman, signed by him, and certified by him that the measurements entered in it were made by him, that the claim is correct, and that the work has been satisfactorily performed. The bill is a false one; there is a very large excess in the charge for roofing. The bill was paid, containing that excess for roofing. Such bills as this constitute the only security which the executive engineer has, that the property of Government entrusted to him is not misappropriated. J. D. Sharman [illegible] to Mr. Howard that certain work had been done, which had not been done, induced Mr. Howard to commit an act which would have been an offence if Mr. Howard had done it with the same intention or knowledge as that of the prisoner Sharman. These were the words of section 108 of the Penal Code. That appeared to be the evidence, though of course he did not at present enter into the question as to what verdict a jury might pronounce upon it. At all events there was evidence before the magistrate laying a strong *prima facie* case to the effect that Sharman did an act which would have been breach of trust if he had had control of the money as custodian, and, knowing the work had not been done, had paid for it colusively with the contractor, intending to get back part of the money. There was the evidence before the magistrate, whether it was to be believed or not. Mr. Howard, the evidence said, had the money, and he paid it on receiving the signature of the contractor and that of the supervisor. Sharman was the supervisor, and he verified bills which were not signed by the contractor, and which contained measurements greater than the work that had been performed. Mr. Howard thereupon was induced to hand over enormous sums of money; and if Mr. Howard had paid these, knowing what Sharman knew, then there would have been a grievous criminal breach of trust on his part.

The Judge—When you speak of enormous sums of money, can you give me any idea from the affidavits what the amount is?

Mr. McCulloch—The sum of Rs 1,350 is the amount now under investigation. When I speak of enormous sums, I am talking of the aggregate, for there are other two charges, in each of which there is Rs. 600. They complain that Dr. Fraser has not admitted him to bail on these charges, but Dr. Fraser in not bailing him has acted on the assumption that the evidence came within the provision of the Penal Code expressed in section 108, and if his construction of the law be correct on that point, no doubt he has acted not only rightly, but in a manner with regard to which he had no option. The charge, however, is somewhat graver on another point.

The Judge—Are you referring now to Ashana Ramia's case?

Mr. McCulloch—I speak in this way—We say the case of Devrao Subharao is the same as that of Ashana Ramia; the charges are identical, and, *mutatis mutandis*, the charges are the same:—the measurements will be different, the charges will be different, and the contractor is a different man.

The Judge—But they are of precisely the same character.

Mr. McCulloch—I do not say they are precisely the same as they appeared when last before your Lordship, for only a part of the information was before your Lordship; but they are precisely the same charges when fully before the magistrate, and which evidence has of course altered a portion of the case. I may say on behalf of Dr. Fraser that he does not consider himself bound by the decision on the previous occasion.

The Judge—There was an examination, cross-examination, and re-examination, which for some reason or other was studiously kept from me: I don't know why. The parties had an opportunity of bringing it before me, and did not. They can possibly explain why? I cannot.

Mr. McCulloch—The evidence is now before your Lordship on the present application. To the affidavit I have read we have annexed so much of the evidence as refers the matters before your Lordship's notice. The other point which I take is this: it appears by the depositions that Mr. Howard was induced to pay money by the production of bills which, according to the evidence, purported to be signed by the contractor, and certified by the supervisor, who in this case was Sharman.

Mr. Anstey—I take it for granted that my learned friend is reading excerpts, for I object to his stating to the Court what is said to him by the gentleman now at his elbow (Mr Pritchard).

The Judge—There is a long examination here, which has apparently been printed in a newspaper. I presume what Mr. McCulloch states comes in that.

Mr. McCulloch—I have not had an opportunity of reading through the evidence and making extracts, but I mention the nature of the case. Whether there is sufficient evidence to support that case is a question with which we have at present nothing to do. There is a document before me which purports to bear the signature of Mr. Sharman, who was supervisor of the work, and the signature of Ashana Ramia, the contractor, and I believe the evidence taken before Dr. Fraser, of which your Lordship has a copy, contains, among other things, a statement by Ashana Ramia that that signature at the foot of this bill was not made by him.

Mr. Anstey—Let us see the evidence, for that is inconsistent with the statement that Ashana could not write. Mr. Pritchard may make statements to my learned friend, but let him point out the passage. This is a case of crime, it is not a civil matter where a little latitude is allowed; it is a question of crime, of liberty, of bail.

Mr. McCulloch—Ashana denies that the signature at the foot of the bill is his, and he says he did not authorise it, and that is evident from the absence of a mark, which persons who cannot write are accustomed to make. The learned counsel then submitted that that evidence showed that the document was a forged one, and pointed out that with regard to forgery section 465 provided—"Whoever commits forgery, intending that the document forged shall be used for the purpose of cheating, shall be punished with imprisonment of either description for a term which may extend to seven years, and shall also be liable to fine." But the important part of his argument, he said, was that the offence was stated to be non-bailable. He apprehended his Lordship would decline going into an argument here, either on his part or that of his learned friend, which would be more properly made to the jury as to whether the evidence was sufficient. He had only at present to consider the evidence which was now before the Court, as it had been given before the magistrate and had been left unchallenged by cross-examination. The examination-in-chief had been concluded, and the cross-examination reserved by the defence.

Mr. Anstey said he was sure his learned friend would not have made that statement if he had not been deceived by the note which was appended to the examination-in-chief, and which those who were instructing him had taken care not to explain. It was the magistrate who reserved the cross-examination, because Mr. Macfarlane was not present.

Mr. McCulloch—I beg your pardon; I only state what I see on the notes.

Mr. Anstey—The latter part of Ashana's evidence was taken in Mr. Macfarlane's absence.

Mr. McCulloch—No doubt Mr. Macfarlane may have taken it in a very able manner, but there was a vakeel present who was the party instructed by the prisoner to watch his interests. It was Mr. Macfarlane or my learned friend Mr. Anstey—

Mr. Anstey—I was not there.

Mr. McCulloch—I know you were not, but whoever was present, I am surprised that the vakeel had the sense to reserve it—it shows a kind of discretion that they do not always display. But it is the habit of discreet defenders to reserve the cross-examination, and here it stands that the cross-examination was reserved. However, the question is not as to the motives which induced the vakeel to postpone this cross-examination, but simply as to how Dr. Fraser was to act under the circumstances. There is a statement on oath, and the witness is not cross-examined, that the signature is not his, the signature which is made as if by him, and which is certified by the supervisor. The learned counsel then submitted that the charges of abetment of criminal breach of trust and forgery of documents for the purpose of cheating were not bailable charges, and that that was the ground put forward in support of the action of Dr. Fraser in this matter. This section with regard to abetment, he said, might strike an English lawyer at first sight, in so far as under the Penal Code a man might be charged with abetment, whilst no one was charged with the committal or the offence itself. But it might be that this variation only proved the wisdom of the Legislature in making it. Illustration D., under explanation 3 of section 108, explained the charge of abetment, and was as follows:—"A, intending to cause a theft to be committed, instigates B to take property belong ng to Z out of Z's possession. A induces B to believe that the property belongs to A. B takes the property out of Z's possession, in good faith believing it to be A's property. B, acting under this misconception, does not take dishonestly, and therefore does not commit theft. But A is guilty of abetting theft, and is liable to the same punishment as if B had committed theft." Now, that went even further than the present case. Sharman had induced Mr. Howard to pay money which was not due. Now, if Mr. Howard, knowing that it was not due, had still paid it, no doubt he would have been guilty of criminal breach of trust; but in this case it was not alleged that Mr. Howard's intention or knowledge was dishonest or fraudulent, but simply that the intention of Sharman was fraudulent, and that, in the language of section 108, he induced Mr. Howard to the commission of an act which would be an offence if committed by a person with the same intention or knowledge as that of the abettor. He wished particularly to call attention to the fact that the expression was, not that the abettor induced another to commit an offence, but to commit an act which would be an offence if he had certain knowledge. Then the third explanation stated that it was not necessary to constitute an offence of abetment that this person abetted should have the same guilty knowledge as that of the abettor or any guilty [illegible] It seemed sufficient to constitute [illegible] induce another to commit [illegible] by so induced, not only [illegible] or agent, and for [illegible] making that [illegible] nce to cheat [illegible] rst case, if a [illegible] wner lost his [illegible] simply lost [illegible] an agent. [illegible] cheating [illegible] d at least [illegible] h might [illegible] evidence [illegible] riminal [illegible] Culloch [illegible] nd that [illegible] sion of [illegible] ers, he [illegible] d not [illegible] t pro- [illegible] tting [illegible] them [illegible] rse [illegible] ply [illegible] hat [illegible] e [illegible] be in the custody of the police in reply to the question put to him in effect as follows, viz., whether if a pardon were tendered to him he would make a full, true, and fair disclosure of the whole of the circumstances within his knowledge relative to the crime committed, stated in effect as follows, viz.: That he would state all he knew, whether a pardon was tendered to him or not. Having been tendered the said pardon and having been affirmed, he stated among other things to the effect that he had never paid a single cowrie to the said prisoner Sharman. I declined to cross-examine the said witness, and the prosecutor then applied to the said magistrate for an adjournment of the enquiry until after the Christmas holidays, stating as his reason for the application that the prosecution had, by the evidence of the said witness, been entirely taken by surprise, and that they might have to consider whether they should proceed further with the charges against the said Sharman. I opposed the application, stating that I had reason to believe that the order of Mr. Justice Bayley (referring to the order made by his Lordship on Monday the 19th instant) would arrive in Poona that night, and that the effect of that order might materially affect the position of my client. The magistrate thereupon adjourned the case until the following (Wednesday) morning at ten o'clock. I had previously shown both to the said magistrate and to the said prosecutor a telegram I had received from Bombay, informing me that the said Mr. Justice Bayley had made an order for the prisoner to be released on bail." In view of these statements regarding Ashana Mr. Anstey said that that man was a discreditable and disreputable witness, and his evidence must be left out of the case.

Mr. McCulloch—Ashana's evidence does not apply to this case.

Mr. Anstey—It does.

The Judge—The rule is to show cause why he should not admit Sharman to bail, and after that he commits him to the Sessions.

Mr. McCulloch—No, my Lord.

Mr. Anstey—If my learned friend will allow me, I have not been instructed at the last hour, and I advise him to hear me before he yields to suggestions. I am entitled to take the circumstances as at the time of the issuing of the rule, and after the serving of the rule on the magistrate notice was given that at the same time when cause was being shown against the rule an application would be made as against the further proceedings after the serving of the rule. The following was the notice served on the magistrate and on the gentlemen instructing my learned friend—I do not mean the active client who instructs him, but the passive one who sits by, and is the proper person to serve notice, he being a member of the firm representing Government:—"Take notice, that on the hearing of the rule *nisi* granted by Mr. Justice Bayley in this matter on the 26th day of December, instant, ordering the said Alexander Garden Fraser to show cause why the said John Dixon Sharman should not be released from custody on the terms in the said order mentioned, an application will be made to the sitting Judge to release the said John Dixon Sharman from the custody to which he was committed by the said Alexander Garden Fraser on Monday the 26th instant, to take his trial at the next Criminal Sessions of the above honorable Court on seven certain charges, which the said Alexander Garden Fraser then declared to be made against the said John Dixon Sharman on the said John Dixon Sharman giving such bail for his appearance before the said High Court as the said Judge shall think proper.—Dated this 30th day of December 1870."

Mr. McCulloch—I object to this; we know nothing about it.

Mr. Anstey—"Sufficient for the day is the evil thereof"—we are now showing cause on this rule.

The Judge—And since the rule was granted the state of things has been altered.

Mr. McCulloch—No, no, my Lord.

Mr. Anstey—Since the granting of the rule the state of things has been altered.

Mr. McCulloch—No, no; the commitment has not been since. Pardon me, the rule was granted and sealed on the 27th, and no change has taken place since.

Mr. Anstey—The rule was applied for on Monday.

Mr. McCulloch—It was sealed on the 27th, and we know nothing about what takes place in Chambers.

Mr. Anstey—I was going to say it is preposterous and absurd of a person who is a mere deponent, and is, I know not by what right, instructing my learned friend (Dr. Fraser and his attorney being silent on the point) to object to answer this notice. My learned friend is perhaps not aware that it was not till 7-30 this morning that Messrs. Macfarlane and Skipsey were aware that cause was to be shown to-day at all. Whenever they got notice they instructed me, and gave notice that they would apply to have the prisoner released on bail on all the charges. My learned friend will find I have even understated it, for the notice of this application was served yesterday morning.

The Judge—That arises from the inconvenience of taking business during the vacation.

Mr. McCulloch—There was not a single member of the firm in the office.

Mr. Anstey—That arises from the person who is instructing my learned friend.

Mr. McCulloch—I am instructed by Mr. Cleveland.

Mr. Anstey—Now, your Lordship in exercising your discretion on the second point.

Mr. McCulloch—I have not addressed myself to that.

Mr. Anstey—Really these interruptions are intolerable.

The Judge—You based your argument on two points.

Mr. McCulloch—But not as to the committal.

Mr. Anstey—I am endeavouring to recover the thread of my own thoughts which has been broken again and again by interruptions. Now, in considering the point of necessity of committal your Lordship will also take into consideration the chance of long imprisonment, and the motives of those who seek with so much steadfastness of purpose to keep the accused there. Prolonged imprisonment is against that law which is laughed at in the mofussil, but upon which we pride ourselves—the law of England; and it is the only judicial torture even the mofussil people can with safety inflict on Englishmen. I have no doubt the object in keeping Sharman in prison is because it would be useful in order to accuse others who at present have gone free. There is no suggestion whatever of any fact importing any danger into this case, or to this great Titus Oates enquiry going on throughout the length and breadth of the limits of the ridiculous Public Works Department. There is no suggestion that injury would follow if Sharman were to be let out, but Pritchard, who is very anxious that he should not be let out, goes so far in his affidavit as to say that he has reason to believe he would abscond——

The Judge—And he does not give his grounds.

Mr. Anstey—No; nor does he say who has reason to believe. It may be Dr. Fraser, Major Mellis, or Mr. Pritchard, and from what I have seen of the three, as illustrated by themselves and their proceedings, I should not attach much importance to any belief they may choose to entertain, social, moral, political, or religious. On the other hand, it is obvious that his commitment may be so worked as to amount to judicial torture. It is clear that if they could, they would be glad to avail themselves of the procedure against Captain Thompson——

The Judge—How does that arise? I have never heard of Captain Thompson.

Mr. Anstey said the case of Captain Thompson had been before the Court, but he would not allude further to it. When his learned friend interrupted him, he had been about to show that the only material point on which Ashana was not contradicted by himself was that on which his learned friend relied so much, namely, that Ashana said that the signature on the bill was not his. The answer to that was that Ashana had said he could not write nor read, and therefore he could not say whether the name was his or not. But a better one was this: his learned friend had said that Ashana did not authorise the name to be put there, and that was disposed of, if they were to give credit to the Crown witnesses at all, by the evidence of Major Mellis. His learned friend had laid great stress upon that, and said that his Lordship would not look to that with the discrimination which was to be expected from a jury, but he would ask what was the Court to test the case by, except by taking the witnesses themselves from Major Mellis to the lowest. Damodhur, to whose evidence his learned friend had also referred, had said, if the printed report were true, that the cheque which he had given to Ashana was on account of this very document, No. 13, that was to say, the very document which Ashana said he had never authorised any one to sign; and Trimbuck said, speaking of the practice of the office, "At that time cheques and orders to pay moneys to Ashana Ramia, contractor, used to come to me. I paid Ashana Ramia moneys on such cheques and orders."

Some delay was here caused by a reference to extracts in the evidence, and Mr. Anstey expressed a wish that Mr. Pritchard would not make himself so troublesome in Court. To that Mr. McCulloch replied that Mr. Pritchard was simply bringing some matters to his notice, and the Judge suggested that Mr. Pritchard need not talk so loud.

Mr. McCulloch said he was told that the portion of the evidence to which Mr. Anstey was referring was not before the Court.

Mr. Anstey replied that his learned friend had brought excerpts of the evidence, and if the excerpts were brought, the whole of the depositions should be brought, so that he was entitled to refer to any portion of them.

Mr. McCulloch said he did not object to any reference to evidence if it appeared in any of his reports.

Mr. Anstey then proceeded to say that the two passages so much lauded by Mr. McCulloch as showing that Ashana did not authorise his name to be put to the bill were overcome by the fact that Ashana had taken the bill and got the money for it, for he must have done so before he was paid.

The Judge—But he may not have been able to read the English.

Mr. Anstey—But it is not that, my Lord. My learned friend said he did not authorise it, and I say that [illegible] took the cheque——

Mr. McCulloch—Will my [illegible] sage, for I am told that [illegible]

Mr. Anstey—I am [illegible] it is not decent for me [illegible] In answering your Lo[illegible] Ashana's statement [illegible] in authorising the [illegible] the bill, or sanctioni[illegible] have got the money, [illegible] respectable evidence [illegible] Sharman. The first [illegible] the respectable *Deccan Herald* [illegible] but which [illegible]

The Judge—I do not

Mr. Anstey—Then, my Lord, it is a very serious omission, and a very criminal one. If they have not published it, they have concealed it, with a full information that Mr. Macfarlane had sworn to it.

Mr. McCulloch here pointed out the evidence referred to his Lordship, and

Mr Anstey then asked his Lordship to look to that deposition while he read the corresponding passages in Mr. Macfarlane's affidavit, in order to see whether or not Mr. Macfarlane had overstated anything, and he asked his Lordship what credit could be given to a wretch like that who, on a promise of a pardon, had been induced to swear it.

The Judge—I thought he was promised a pardon before he gave his evidence.

Mr. Anstey—Yes; but he mistook the terms of the promise. He thought he was safe, and gave his evidence, but he was afterwards told that he could get the pardon only on certain conditions to please his employers, not in terms of the statute, but in terms which it stigmatises.

Mr. McCulloch—Your Lordship will see that Ashanna states that he made the statement in fear.

Mr. Anstey—That is another falsehood, if Dr. Fraser has recorded the first statement, for, if you look to the first deposition that is or ought to be before the Court, on being asked if he knew that there was pardon tendered, he said he would give his evidence fully whether pardoned or not, and his conduct only illustrates the truth of the lines of Sir Walter Scott—

"Oh, what a tangled web we weave,
When once we practise to deceive."

The learned counsel then proceeded to consider the law on the subject as stated by Mr. McCulloch from the Penal Code and its illustrations, the latter of which, he said, seemed not to have been drawn up by the framers of the code, and which in illustration D, explanation 3 of section 108, smelt strongly of the civil service. Speaking first as to the charge of abetment of criminal breach of trust, he said he wished to dwell on that, as his learned friend had only given one solitary authority for his amazing proposition in which he had given so large a construction of the loose language of the gentlemen who composed illustration D. Then he argued that all that was shown in this case was a breach of contract. Sharman had contracted with Government to see the signatures of the contractors and signed the bills himself, and what was alleged was that he had failed in that duty in that contract, but Sharman denied that there was a breach of the contract. The proper remedy then left was to try the question in a civil court, but there could be no charge of criminal breach of trust or abetment thereof; and in reference to that he drew the attention of the Court to the remarks of the Chief Justice and the other Judges, that people now-a-days were too much inclined to bring matters before criminal courts and held these proceedings in *terrorem* over opponents, instead of at once going to the civil court.

The Judge—I think it used to be more common in the presidency towns than it is now.

Mr. Anstey—I think at last Sessions the Chief Justice expressed an opinion that *of late* it was very rife.

The Judge—I should like to be supplied with a copy of the charges on affidavit. They ought to be before me.

Mr. Anstey—They came here to show cause and I have wasted my hours here, and so has your Lordship, since early morning waiting their arrival, and they ought to have the charges with them. If they like to admit the truth of this which is taken from the *Deccan Herald*—

The Judge—Without the charges one has not the whole matter.

Mr. McCulloch—We did not add the charges because they were not before the commitment.

A printed copy of the charges was then handed to the Judge.

Mr. Anstey next referred to the charge of forgery, and said that if the prosecution were to insist upon that the crotchet which had been stated on last occasion and urged by the mouth of counsel, and which he saw from the contemptuous tone of the reported speech of Mr. Pritchard was to be insisted on, he had to submit that the simple writing of a document containing lies could not be called forgery, but that there must be a falsifying of something. In next referring to the question of bail, Mr. Anstey said he quite agreed that the Court did not have to consider at present whether the evidence was sufficient or not, but had to consider only whether the prosecution had done right and whether the prisoner was disentitled to permission to go abroad on bail which was all he asked. That bail would be substantial and reasonable and would be fixed by his Lordship only after consideration of the very disgraceful steps that had been taken to break down the bail by dividing the warrants and distinguishing the commitments: If his Lordship were to order the discharge of the accused on what he might imagine reasonable bail, why it was divided by the gentlemen up country into what might be unreasonable. They took one charge and clapped down a warrant, and no sooner did the accused apply to the High Court for bail than they clapped on another warrant—and so the Bill of Rights was shamefully violated in the letter and in the spirit on the European subject who worked it. Besides, Sharman was in a position from which not even his Lordship could release him except by numerous bails. "Fresh bail, fresh bail, fresh bail," was the cry of the gentlemen up country. They brought new charges, and before the end of many years Sharman might require 200 bailsmen besides 100 recognizances; and therefore he hoped when his Lordship came to consider the question of bail, as he trusted he would do in favour of his client, he would consider it in the light of that necessary text.

The Judge—Before you go on, Mr. McCulloch would you kindly tell me what cases are really pending, for there is so much kept back I have a difficulty in knowing. He is committed on Ashana Ramia's case, then Jevan's case is still pending, is it?

Mr. McCulloch—I am asking Dr. Fraser. There are two other cases.

The Judge—I want to avoid the possibility of a mistake, if it can be called a mistake, in future.

Mr. McCulloch—Ashana Ramia's case is committed to trial.

The Judge—On seven heads of charge on the 29th.

Mr. McCulloch—No, on the 24th; and there is a case partly investigated, evidence has been taken to some extent in Jevan Mohun's case, and an information has been sworn in the case of Devrao Sularao.

Mr. Anstey—There is one more point to which I must in justice to the Court address myself. This rule was obtained by Mr. Macfarlane on Monday last and by this rule which takes no notice of Pritchard, the respondent Alexander Garden Fraser is required forthwith, "on service hereof upon him, to show cause in the sitting Judge's chamber in the said High Court house in the Fort at Bombay at the hour of half past ten in the forenoon why," &c. He is required "to show cause;"—the words "appear and"——

The Judge—I struck out expressly.

Mr. Anstey—The words were struck out expressly in order to meet what I said at the time was a magnified plaint and a foolish grievance set up by the Advocate General in a former occasion with regard to the rule on my motion when it required the Court to order personal attendance.

The Judge—On the first motion we were considerably in the dark as to what the state of things was.

Mr. Anstey—Yes, but I am to draw attention to this. In one of the documents which has been referred to by Mr. Macfarlane and not by its putative fathers, in that document Mr. Pritchard is made to say—"Nor were you, nor I, who were required to leave our duties here, and some 30 native prisoners awaiting trial before us, to appear forthwith in his Lordship's court, examined to the matter at issue before the Court. Five minutes' examination of either of us would have placed the whole facts within the knowledge of the learned Judge," &c. &c. "Your Worship, it seems passing strange that the procedure adopted in presidency towns of this empire should contemplate the passing of important orders" &c. &c. "We are bound of course to assume that such is the right procedure as it was that adopted by his Lordship in the present case," &c. &c. Well, my Lord, notwithstanding the omission of the words "appear and" in the present rule—the deliberate and intentional omission of these words—notwithstanding the fact that it is addressed to only one of the two former respondents and not to both of them, what do we see here to-day? We have both Dr. Fraser and Mr. Pritchard coming down, leaving those sacred duties of theirs which they say it concerns them to be separated from, coming down here and showing cause in person which they could equally well have done it through an attorney or counsel.

Mr. McCulloch—My learned friend would not make that remark if he knew this, that your Lordship would not take a deposition unless it were verified by affidavit, which can be sworn only in Bombay. These gentlemen came down not to show cause but to verify their affidavits.

Mr. Anstey—I speak under correction, but I have used affidavits and have heard of officers going beyond the jurisdiction to swear them.

The Judge—I am not aware of persons authorized to swear affidavits beyond the jurisdiction of the Court.

Mr. McCulloch—They cannot take affidavits and proceedings such as this before your Lordship at all events, except in Bombay. I am not arguing the point, but am instructed that the respondents' solicitors told them so.

Mr. Anstey—My learned friend saying that shows that the proceedings were proper, but it shows how improper was the former complaint, for, according to their own showing, your Lordship had no power to prevent them from doing so, and in requiring them to show cause to separate them from their duties, and, that being so, how can these disrespectful references be tolerated. The application is therefore for bail above, and bail [illegible] bail above in the case now under commitment, [illegible] in the case now under investigation or about [illegible] the former case if your Lordship thinks [illegible] ur own order admit the accu[illegible] na Ramia is [illegible] before

THE VEHAR WATER WORKS.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—I have only just seen in the *Bombay Gazette* of the 10th instant an article on the Vehar Lake, in which the following paragraph occurs:—

"No. 3 dam was commenced under the supervision of Mr. West, who was appointed by the Bombay Government, and the portion constructed by him was at once condemned by Mr. Walker on his taking charge of the works. It was stated at the time that the dam had been made without a puddle wall, and to repair this omission, the dam was faced with puddle on the inner surface."

As this implies blame on my late brother, Mr. Henry West, I regret I have not with me here the particulars of the construction of this dam. But as I have them, I believe, in full at home, and shall shortly be returning, I shall, with your permission, again address you on the subject.

I do not wish to commit myself to statements from memory. But your account that the works were commenced by Mr. West, is correct.

That any "omission" was "repaired," is incorrect. The works were unfinished when Mr. West gave over charge to the Engineer appointed by the Home Board, who completed them, I believe, on a plan of his own.

The bickerings that seem unfortunately usual in this country were, I know, at the time very great.—Yours, &c., WALTER WEST.

Byculla, 30th December.

DEFRAUDING A NATIVE FIRM.

At the Fort Police Court on Saturday, before Mr. Nana Morojee, Govindram Goolabroy, a general merchant, laid the following information:—"I am a general merchant, and my principal place of business is at Akola. The business of the firm is carried on under the name and style of Goolabroy Govindram. I have a branch firm in Bombay, and my shop is situated near Mombadavi. I came to Bombay about a month ago from Akola. I know one Ramdyall Jallum. He had been employed in my shop at Bombay as a moonim for about five years. After my arrival at Bombay I examined the account books of my shop here kept by the said Ramdyall. I then discovered that several of the entries therein written are false. There are two items of Rs. 1,000 each mentioned in the *rozenama* for Sumvut 1925 and other books as paid to one Mooljee Dhunjee and Purshotum Narayen. On enquiry of the said persons I was convinced that the said entries were false. I also discovered several other false entries in my account books regarding opium and cotton transactions. In this way he has defrauded me from of Rs. 20,000 to Rs. 25,000. From enquiries I made at my said shop, I have reason to believe that he, the said Ramdyall, left my service and shop without giving notice to anybody at the shop, and absconded from Bombay about four months ago. I have also reason to believe that he has appropriated the above amount to his own use. I therefore charge the said Ramdyall Jallum with forgery, criminal breach of trust, and criminal misappropriation of property, and pray that a warrant be issued for his apprehension, and that he may be dealt with according to law. I am informed and verily believe that the said Ramdyall is at Luchimongud, in the Jeypore territory, and I pray that the warrant be forwarded there for execution." The Magistrate granted a warrant as prayed for.

THE MODERN ATHENS.

["S." IN THE "FRIEND OF INDIA."]

EDINBURGH, NOV. 24.

YOUR many Scotch readers do not need to be assured that Edinburgh seems more beautiful than ever. For the first time in seventeen years am I experiencing a winter in Europe, and therefore see the city at its worst—cold, grey and bleak, generally with dull leaden skies above, sometimes wrapped for hours in mist, not however of the London fog order. But for days at a time the sun will shine out, or the clear shining after-rain will reveal to the spectator the glories of the Firth from the Bass Rock to the Isle of May, which guard the approach to its waters, away by Inchkeith and the Fifeshire hills sloping down with smiling villages to the sea, up the winding Forth. A few weeks ago I sailed into the Bay of Naples, from the equally beautiful Straits of Messina, between Capri and Sorrento, under the shadow of Vesurius right up to the foot of St. Elmo. As a city Naples itself cannot for one moment be compared with Edinburgh, but the Italian Bay undoubtedly surpasses the Firth of Forth. Were the latter to enjoy an Italian climate, perpetual sunshine and the clear blue, however, the Scottish metropolis and the Firth of Forth would bear off the palm. So greatly is Edinburgh extending in all directions, especially towards the south, that though during many years of boyhood and student life I had explored every nook and lane, and geologised or botanised all over the suburbs and their vicinity, I have more than once lost myself not, as in London, in new streets, but in new clusters of magnificent villas where many an old Indian spends his modest savings. Like London Edinburgh has its Asia Minor, the sunny slope up from Bruntsfield Links to the Meadows—so lately a lake—to the foot of the [illegible] including Merchiston, Morningside, [illegible] and Newington. There are to be [illegible] civilians like Dr. John Muir, [illegible] Davidson, and missionaries [illegible] Duff, and temporar[illegible] Bombay or Sir [illegible] of many pa[illegible] equally [illegible] pleasi[illegible]

aging building on ninety-nine years' leases. Here speculative builders, or private capitalists, buy feus outright, and erect their own houses on their own land, subject in some cases to a nominal duty to the superior who may often be bought out. The new clusters of villas now rising all round Edinburgh are not the property, as they would be in London, of a few great peers, but either of the householders, or societies and builders who soon sell them at a profit and turn over their capital in new undertakings. The architecture and arrangements of the villas are simple and satisfactory, but they lack the enduring solidity in too many cases.

After the summer and [illegible] awakes t[illegible] mber. From that time [illegible] ecclesiastical assemblies [illegible] y said that no provincial city [illegible] its so much intellectual life and tha[illegible] tively high order. As soon as the half-yearly "sacramental fast" days are over at the end of October the University and the other colleges open. The University alone generally contains 1,600 students, or from 200 to 400 more than that of Glasgow. Thus far Sir Alexander Grant has proved a good principal, not only in discharging the duties of his office but in influencing for good the [illegible] educational establishments for the city and [illegible] sion, Scotland obtains its educational [illegible] that Sir Alexander Grant will be the [illegible] Educational Board if, as is devoutly [illegible] Privy Council Committee is prevented [illegible] the Scotch to the low level of the English [illegible] by bringing the former under their direct [illegible] Sir Alexander's introductory address was [illegible] position. I quote the following sentences [illegible] interest to the King of Burma who, at my request made through the Rev. Mr. Marks, sent to the University his own copy of the *Dhammapada*.

"The University library has been presented with many handsome donations during the past year. Among these I may specially mention a valuable collection of contemporary records connected with the history of the French Revolution from the Earl of Selkirk; several curious MSS. on mathematical, astronomical, and medical subjects, by the three Professors Gregorie, and by Dr. Archibald Pitcairn, presented by Miss Gregorie, of Canaan Lodge; a copy of Walton's "Polyglot Bible," dedicated to Charles II., from Mr. James Yates; some Thibetan MSS., formerly the property of Lord Elphinstone, presented by the Rev. Mr. Montgomerie; and a beautiful MS. on palm leaves of the "Damapada," or Buddhist scriptures, the gift of the present King of Burma." (Applause.

PROFESSOR HUME'S ENTERTAINMENT.

On Friday evening Professor Hume gave his first entertainment to the Bombay public, at the Town Hall, to a fairly numerous audience.

The Professor after a few preliminary remarks introduced the subject of phrenology, and we were let into the mysteries of the thickness of skulls of different ra[ces]. We certainly were surprised to see demonstrated [by] the cranium of a Hindoo is, com[paratively] and per[haps some people] ed how often they had they had n[ot spirit it and become in Pena[l Code]. In reply to the Profe[ssor] a young Parsi[boo came forward and submitted] examination, and the ready manner in which the Professor made public the excellences and defects of his character greatly [amused] the audience.

[An Indian gentleman, not understanding the] [call] for volunteers for phrenological exa[mination] or rather crawled, up to the platform. [He was] suffering from paralysis in the left [arm, but] doubt heard of the Professor's skill, [attracted]. The Professor having kindly [assisted] the platform made a few rapid [remarks] on, to the astonishment of all, action[s] to the crippled leg as to enable its [owner] up and down the platform without assist[ance].

[The first part of the performance was devoted to] [the] audience, none would venture on the platform to be experimented upon. Two or three kindly did so, but each one explained that he had been tried several times by others without success. At last one gentleman kindly volunteered, and the Professor quickly mesmerised him, and kept his hands firmly closed, although he struggled most violently to open them. The Hindoo who had previously been phrenologically examined, having a still further thirst for knowledge, also came forward, and was quickly in a state of somnolency and gracefully measuring his length on the floor.

Another individual offered himself as a subject, but entertaining an idea that he knew all about it, and refusing to do as the Professor asked him, of course he was not a fair experiment. The individual seemed to think himself hardly treated, and in small attempts to make himself, or be thought, funny, so annoyed the audience, that they hissed him off the platform.

The Professor stated that he had purposely avoided bringing subjects, preferring to get them from the audience, but at his next lecture he would have them ready, in case none of the audience would volunteer. At the same time he felt very sorry that for the want of subjects he had not been able to demonstrate his mesmeric powers, and very fairly added that he would be only too happy to return the entrance money to those who wished for it, or give them tickets for another lecture.

What we saw of the Professor shows that he really understands his subjects, and we trust he will meet with hearty support here.

LEGISLATION FOR THE DYSPEPTIC.

We cordially endorse the following bold sanitary proposal put forward by the *Englishman*:—

Why do not the Government pass a *Burra Khanah* Act? There are laws for repressing public nuisances. Why should there not be a law for abating one of the most serious evils that we daily experience in private life? Public nuisances are suppressed, because they interfere with the comfort, or affect the health, of particular localities; and we may well ask upon what grounds *burra khanas* have been exempted from legislative control? They are undoubtedly evils of the first magnitude, and disturb the repose, not merely of particular neighbourhoods, but of the whole community, and urgently demand the attention of an intelligent Legislature. We feel sure that an Act placing *burra khanas* under suitable restrictions would be one of the most popular pieces of legislation that the Governor-General's Council could undertake. The preamble of the Act might recite: "That whereas sundry ill-disposed persons, in various parts of India, and notably in the Town of Calcutta, are in the habit, to the great disquietude and inconvenience of Her Majesty's subjects, to summon and invite their friends to entertainments known by the name of *burra khanas*; and whereas the provisions supplied at these so-called entertainments are invariably ill-cooked, by reason of the employment of ticca men unacquainted with the first principles of the culinary art, hired for the occasion, to the serious annoyance of the guests, and the marvellous disturbance of their digestions; and whereas the wines furnished at these aforesaid entertainments are illcoloured and of the vilest description, whereby cholera and other grave disorders of an intestinal nature are engendered and produced; and whereas from the lack of suitable and sufficient attendants, an unconscionable time intervenes between the courses, whereby the sufferings of the guests are cruelly prolonged, and their conversational capacities unfairly taxed; and whereas these so-called *burra khanas* are alike hateful to those who give and those whose misfortune compels them to partake of them: Be it therefore enacted; that no person, from the date of the promulgation of this Act, shall be permitted, under the severest penalties, to invite more than ten persons to dinner, except under the hereinafter mentioned restrictions:—

"1. To carry out the provisions of this Act, the Governor-General shall appoint a committee of three persons, to be called the *Burra Khana* Commissioners, who shall be entrusted with the general supervision and control of all *burra khanas* within the dominions vested in the Governor-General in Council.

"2. Members of Council and other high officials, who keep French cooks and an establishment of servants suitable to their position, shall be exempted from the provisions of this enactment, upon obtaining a general license from the Commissioners; the license to be withdrawn upon proof that the dinners are bad, or the quality of the wine inferior.

"3. Private persons desiring to entertain at dinner any number of persons exceeding ten, shall apply to the *Burra Khana* Commissioners, notifying the number of guests, with the proposed bill of fare and a sample of the wines, and the Commissioners shall have power to revise the bill of fare, and to reject the wines, and shall depute a properly-trained and qualified person to buy the provisions and cook the food, with well-trained attendants to serve the same; and they shall further depute cunning abdars to cool the wine, and to pass it round without stint, so that the hearts of the guests may be merry, and rejoice by reason of the goodness of the viands and the quality of the wines."

Such would be the main provisions of the Act,—an Act which, we venture to say, would do more for the comfort and happiness of the people of Calcutta than all the bills that are now before the Council. Which of our legislators will take up the matter, and earn the well-deserved gratitude, not only of the present generation, but of a long posterity? Mr. Martin rescued himself from oblivion by advocating the cause of oppressed animals, and Martin's Act still lives in our Statute book as an undying memorial of the humanity of its author? Why should not Mr. Stephen now take up the cause of the oppressed diners-out in Calcutta, and immortalise his name by rescuing them from those dreadful scourges and tormentors of society, the givers of those dreary and unwholesome *burra khanas*?

BANK OF BENGAL.

Statement of the affairs of the Bank of Bengal, for the week ending 27th December, 1870:—

Liabilities.

Proprietors' Capital, paid-up ...	Rs. 2,20,00,000	0 0
...	15,74,096	7 0
...	2,69,70,828	13 3
...	75,982	6 10
...	3	15 3
...	1	9

[illegible] present suit.

[illegible] to recover the estate of Zubberdust [illegible] Jehangir Khan, on the ground [illegible] me an infidel and an out- [illegible] forfeited his estate, to [illegible] rest heir, defendant [illegible] ...ceeded.

[illegible] it to a [illegible] to

THE BRONZE GUN.

(*Friend of India.*)

The recent failure at home of the bronze gun, after the remarkable and successful ordeal through which it passed under the direction of Colonel Maxwell, will surprise most artillery officers. We attribute the break-down to the quality of the gun-metal employed. Colonel Maxwell's bronze guns,—made of bronze with a small percentage of old gun-metal to bind and strengthen them,—and cast under the gallant colonist's personal superintendence at home, endured tests which would have destroyed any other guns. Nor was this all; the new gun was found to be both a cheaper and a better gun than the old one. Jealous and sceptical eyes followed the experiment, but no remarkable were the results that objection was silenced. The report which was drawn up at the time, and which is the best record of the quality of the bronze gun, will be within the memory of our readers. It was neither more nor less than the opinion of a special committee of artillery officers of the highest intelligence, appointed to report upon the merits of a bronze artillery, as compared with those of iron and steel manufacture. And, after all that patient inquiry, we are to-day required to believe that bronze melts away like butter under the heat and friction of working a gun. That the metal used has failed we have no manner of doubt; but this, in itself, proves nothing. Bronze guns built of the metals, and cast after the fashion employed by Colonel Maxwell, did not, and will not fail. Any others are a misnomer. If it be not mere love of change, the gratification of some old prejudice, if there be any sincere desire to obtain the most efficient and cheapest field-gun for the army, we trust that the military authorities at home will direct Colonel Maxwell to cast other bronze guns for experiment, before entering upon the uncertain and extravagant steel-gun idea.

A GALLANT EXPLOIT.

We (*Pioneer*, Dec 31,) have great pleasure in recording the very gallant capture of a most determined scoundrel. On Thursday last, from information he had received, Mr. Yeatman, Assistant Superintendent of Police, started to arrest an absconded offender, named Buchoo, who from his ferocity and generally devilish character had acquired the distinctive title of Buchoo Shaitan. Buchoo Shaitan had probably his imps who informed him in his turn that mischief was brewing, for he was in full flight when Mr. Yeatman overtook him and called on him to surrender. The Shaitan's answer was a desperate blow with a most formidable weapon—a kind of long sickle fastened to a lattee—which happily fell short of Mr. Yeatman himself, and cut clean through the cantle of his saddle. Mr. Yeatman fired at him with his revolver but missed, and Buchoo made off. Mr. Yeatman again overtook him, and again Buchoo made a blow at him, which this time cut his horse's head open in the most frightful manner, and again the villain bolted, but still followed by his pursuer. At last he was discovered crouching in a hole and was secured without having been able to inflict more harm. This took place a short distance beyond the Jumna Bridge nearly opposite the Fort. Buchoo is, as his well-earned name denotes, a notorious ruffian who has been "wanted" for some time, especially with regard to a certain burglary. On seaching his hut, as was done immediately upon his capture, a gun with quantities of ammunition and a tulwar were found, which in Buchoo's hand were hardly likely to be harmless playthings. Our readers will agree with us in thinking that Buchoo Shaitan's capture was a very gallant little exploit, and in hoping that no Assistant Superintendent of Police will ever have the honour and danger of capturing him again.

COTTON CULTIVATION IN THE NORTH-WEST PROVINCES.

The prospects of the cotton crop of the North-Western Provinces for 1870-71 are reported by the Secretary to the Board of Revenue as "everywhere favourable." The estimated area and yield are, we are told, repectively 7 and 126 per cent. in excess of the actuals of last year, but what we are to understand from the following is not—to us at any rate—very clear:—"The estimated area and yield are thus in area 7, and for produce 126 per cent. in excess of the actuals of last year. *The deduction to be made for this* on account of the partial injury suffered by some of the south-east districts is probably unimportant. The whole estimated yield of cotton in the Benares division, the Allahabad, Futtehpore, Banda, and Cawnpore districts, amounts to 16 per cent. only of the total estimated yield, and a large part of those districts escaped the late heavy rainfall. Probably about 8 per cent. of the whole estimated yield may have come under its effects, and of the estimated yield of this limited portion a quarter may possibly be deducted." Is the Board of Revenue "hedging," or is it only confused with its calculations?

There is at Boolundshuhur an experimental cotton seed farm, but the results are, as in every other instance we can remember, failures. Nor without an unreasonable stretch of the imagination could any other result have been looked for, as—the old story—"the seed came too late." Now its no doubt most praiseworthy to institute "experiments," but if these are conducted carelessly and without sufficient foresight to, for instance, guarantee that seeds shall be ready at the proper sowing time, the praise merited is—well, inconsiderable. For proof that we are not carping idly, we may refer our readers to the report lately furnished to this Government by the officiating Collector of Boolundshuhur. In this we are told that of the first sowing more than two-fifths were destroyed; a second sowing was effected with the following success:—"From the 150 beegahs under cultivation our produce under favourable circumstances (*i. e.*, with a little more care) should have been 300 maunds * * * We have already stored 21 maunds of cotton of sorts, and the estimate of cotton in the plants gives 97 maunds. Our hope for out-turn should therefore be 118 maunds, but the frost is making sad havoc among the bolls, and the actuals may yet fall far short of our expectations." The result in short will perhaps be about 50 maunds "of sorts."—*Pioneer.*

IN THE COURT OF THE CIVIL JUDGE, BADLUCKABAD.

JUNGLY KHAN VS. BULLYHAWDUR KHAN.

Judgment.—This is a most important and intricate case, and one which involves a history.

In the reign of Amjud Ali Shah, King of Hond, there lived a Mahomedan nobleman, named Jehangir Khan. He married a lady who had only one eye, and he had an aunt with a bald head. In consequence of this he was not much respected by his brother nobles. He died and left issue seventeen children, of whom sixteen died in infancy of the following diseases:—Five in teething, six from measles, four from shortness of breath, and one from causes unknown.

The case of the plaintiff was that this last died of fever in the gizzard, to which the defendant responded that there was no such disease. The learned counsel for the plaintiff replied that it did not much matter of what disease the infant died, as both parties were agreed that he died in infancy. This doctrine was overruled by the Court, as it held that though the matter was to a certain degree immaterial to the decision of the case, yet nevertheless its correct ascertainment would doubtless afford some light to the Judge. After two days' full and learned argument it was found that the only mention of this disease—fever in the gizzard—was in Lang's "Too Clever by Half," and [illegible] there were no grounds for believing it possible that [illegible]nt died of it. One other son, Zubberdust Khan, [illegible]ed at maturity, and had issue, a son, the

INDIAN ITEMS.

Forests.—On the recommendation of the Chief Commissioner of British Burmah, the Government of India has sanctioned an augmentation to the salary of the Conservator of Forests in that province subject to the confirmation of the Secretary of State.

Treat to the Patients at the General Hospital, Calcutta.—On Christmas day Lord Mayo, with his usual generosity, provided fruit and wine for the patients in the General Hospital, Calcutta, of whom there are at present about two hundred.

104th Fusiliers.—The following are probable dates of arrival of H. M.'s 104th Fusiliers:—Rawul Pindee, December 28th, 1870; Jhelum, January 2nd and 3rd, 1871; Goojrat, January 7th and 8th, 1871; Wuzeerabad, January 9th, 1871; and Lahore, about January 14th, 1871.

The Bar.—Among the successful candidates who have passed the general examination of students of the Inns of Court, held at Lincoln's Inn Hall on the 28th, 29th, and 31st October, and the 1st November last, we are glad to observe the names of two well-known residents in the North-West, that of Mr. C. C. Dillon, son of Mr. Dillon, the Pleader, of Allahabad; and Mr. J. E. Howard of Mirzapore, a near connection of Mr. Robert Carr.

Widow Marriage.—The *Hindoo Patriot* says:—"We are glad to notice that the custom of widow marriage is spreading among lower classes of Hindoos, which is a better sign of the reform taking root than such marriages among a few go-ahead and noisy persons. Last week a widow marriage took place in a washerman's family in Calcutta. The bridegroom's name is Kangalechurn Dass—his age 25 years; the bride's name is Satyabrata Dasi, and her age 15 years. She became a widow last year."

Scotchmen seem to be "going clean daft" about the Marquis of Lorne marrying the Princess Louisa. The Governor-Generalship of India is to be his for certain. We really do not quite see it. The Marquis of Lorne, we have no doubt, is a very spirited and well-behaved young man, but it is pure nonsense to talk of him for headship in India—at least for many a day to come. The affairs of an empire deserve better treatment than that. Let the Marquis of Lorne "wait a wee," and in the meantime the public might do worse than try not to worship a man simply because he has been fortunate enough to win a Princess. The affair is becoming silly. —*Friend of India.*

Income Tax.—The following instructions have just been issued in regard to assessing salaries of Government servants and in supersession of previous instructions in the matter. A salary which is paid *at the rate* of Rs. 41-10-8 a month or more, is liable to tax even though a casual deduction may cause the amount actually paid in the month to be less than the above sum. When a clerk whose monthly salary is Rs. 41-10-8 or more goes on leave, his absentee pay is *not* liable to tax if it is paid *at a less rate* than that sum. When a clerk on a salary of Rs. 41-10-8 or more per mensem is *fined*, the tax should be levied upon the *full* salary; the fine should then be deducted from the balance and the net amount paid.—*Madras Paper.*

Another Misfortune for the Calcutta Theatre.—The detective police are at present engaged in attempting to discover the perpetrators of an impudent robbery which was effected at a boarding house in Dhurrumtollah on Monday night, on Mr. Dunning, the treasurer of the theatre. It appears that Mr. Dunning returned home about one o'clock, with the cash box containing the receipts of the night, amounting to upwards of sixteen hundred rupees, which he placed on his table in the presence of several gentlemen and three native servants. Shortly afterwards Mr. Dunning left the room, and though not long absent, the cash box had disappeared on his return. The servants were at once arrested, but a search of their houses has not produced any trace of the stolen property.—*Englishman*, Dec. 29.

Illegal Imprisonment of a Hindoo.—The native gentleman who was illegally arrested a few days ago by Major Bowen, Commissioner of Police, sent a notice, we understand, to him on Saturday last (Christmas eve) demanding damages to the extent of Rupees 30,000. The notice was forwarded through an attorney as a preliminary step. Should this fail to secure satisfaction to the injured party, we hear an action in the High Court will be inevitable, to say nothing of the costs to lawyers in fighting the case. We should imagine that a public apology tendered to the native gentleman, and the defraying of costs incurred by him up to the present time, would have the effect of cancelling any further steps, and save the Government or Major Bowen the heavy expenses that must result from an action in the High Court.—*Madras Athenæum.*

Chinese Lotteries.—A Moulmein news-writer gives the following account of the gambling carried on by the Chinese who have settled there. The inducement to enter into the spirit of the game is very great, the gambler's cupidity being excited, if luck should favour him, by winning 30 times the amount staked. Two Chinamen go round with a bag, each on either side of the street, and collect the money, for which they give in exchange tickets representing the thing chosen, which are animals and birds of every description, from a tiger to a frog, or a peacock to a paddy-bird, and the holders of the tickets for the ones drawn, pocket 30 times the stake, should they assimilate to the prizes drawn. This mode of gambling has long been established in Calcutta, and is known under the name of Chapoonga. The police are apparently powerless to put a stop to it.

Mysterious.—A very curious case is under investigation here. An European traveller (we dare not, considering the eminently respectable sum at his command, denominate him a loafer) was, it is said, robbed of a cheque for Rs. 4,000, notes to the amount of Rs. 250, and some silver, by a friend [shall we say, or comrade? but perhaps *pal* will be the most appropriate word] staying, like himself, in the Strangers' Home. The faithless friend incontinently started off by the Grand Trunk Road, but was arrested at Sydabad with the Rs. 4,000 cheque and some loose silver on him. We confess that, to us, the most curious and interesting question in the case is—How did a loafer become possessed of a cheque for Rs. 4,000, or how did a traveller with between four and five thousand rupees about him resign himself to adopt the Strangers' Home as his hotel?—*Pioneer*, Dec. 30.

India's Preparations for the International Exhibition.—What are the local committees in connection with the International Exhibition doing? From all that we have heard of their doings—nothing. Bombay alone keeps itself well before the public, and the Committee seem to be working with a will. Madras said something a few days ago about some pottery in the South of India, which was worth exhibiting, but we have not heard if they have caught it yet. The N. W. Provinces are consistently dumb—a sign we suppose that they are thinking hard. Bengal, beyond adding more names to its list, and complaining with great reason of the scanty time allowed for collecting specimens, has given no sign, and it is the same with the Punjab. As for Oudh, the Central Provinces, and British Burmah, we do not even know if they possess committees at all, but we hope they have that felicity, and that the croaking of those who say that the International Exhibition is to be a failure will be effectually refuted by a sudden, complete, and gorgeous display of specimens from all sides.—*Pioneer.*

Wild Beasts and Snakes in Bengal.—Mr. Mackenzie, officiating Joint Secretary to the Government of Bengal has addressed to the Government of India an interesting report on deaths from wild animals and [illegible] and the cost to the Bengal Government of de[illegible] these dreadful enemies of the poor people of [illegible]s. The provision for reaching the end [illegible]ging rewards, sometimes proportioned [illegible]ischief done. For a man[illegible]structive cl[illegible] the w[illegible]

[illegible].—At the funeral of [illegible], the services for the [illegible] the parents. After [illegible]ught tears from all [illegible]ter inquired if any [illegible] wished to say any[illegible]anger here stepped [illegible]by with the friends [illegible]ays of Providence [illegible] he wished to men[illegible]ate article of hair[illegible]rpse had used it for [illegible]ently recommend[illegible]ndertaker present, [illegible]lly bald. "Shake [illegible]tter well in with a [illegible] of the proceedings a [illegible]rgour man dis-

YET made pucca.

The memorial to the late Rajah is completed, and the walls have been finished round the palace gardens, and beautiful cast iron gates got from Roorkee. We are glad to hear that, personally, the Raja works hard to improve himself. He goes to office regularly every day. Already a good English scholar, he keeps up his reading, and has recently turned his attention to music so far as to take regular lessons on the piano. The Diwan Mutthra Dass, one of the most intelligent men in these parts, has also gone in for music, and even Jeypore must feel small when he hears that both the Prince and the Prime Minister of Kapurthala have positively tried singing. The Prince, however, came to the conclusion that he should prefer to practise on the violin, but the Dewan, we believe, still practises. In one point we hear a very favourable account of the Kapurthala state. It is said that a general desire for English education has sprung up, and that the chief men of the state, encouraged by the example of their Prince, are sending their children to school, and are anxious for their improvement.—*Indian Public Opinion.*

New Treatment of Liver Disease.—The man in the European Hospital, of whom we made mention in our issue of Dec. 24th, as having been operated upon by Dr. Furnell with Dieulafoy's Aspirator, is, we are happy to say, progressing most favourably. The abscess of the liver, a large one, was completely emptied, and as far as can be judged, so soon after the operation, the man has a fair prospect of recovering from this serious and hitherto almost always fatal complaint. We notice the matter in our paper, although perhaps one more strictly belonging to the domain of scientific journalism, because the instrument is not only a perfectly new invention, which perhaps has been used here in Madras before even in London (for it had not, we are informed, yet made its way into London hospitals when it was seen by Dr. Furnell, and brought out to this country), and because it is an instrument so simple, so efficacious, and withal so safe, that it bids fair to revolutionise the treatment off this formidable complaint, so often fatal to the European in India. The instrument was shown, soon after his return to Madras by Dr. Furnell, to Dr. Mackenzie, Inspector General, Indian Medical Department, who was so struck with its importance, that he at once brought it to the notice of Government, and the Government, we are happy to hear, on Dr. Mackenzie's suggestion, at once ordered out six for distribution to the different large stations in this Presidency. The instrument has been used now some six or seven times, and in all with marked success; but the case we noticed above was the first European on whom it had been tried.—*Madras Mail*, Dec. 28.

THE NEW CHORD LINE AND THE POST OFFICE.

(*Friend of India.*)

Calcutta ought to know that the proposed arrangements for trains after the opening of the Chord line will throw the capital back by fully 24 hours in its English, Bombay, and North-Western mails. The Assam line also will be seriously affected. Will Calcutta stand this? The Postmaster General has power to veto the railway decision, and there should be no mistake about public feeling on the subject. Such an arrangement would simply be unendurable. Since writing the above we have received the Postmaster General's letter, published below, and we are glad to see that he is fully alive, as we never doubted that he would be, to the threatened public inconvenience and, perhaps, serious loss. We trust that Mr. Tweedie will veto the decision at once.

Sir,—Will you kindly allow me to inform the public through your journal that, in consequence of alterations in the trains-service on the loop-line—which will take effect on the opening of the chord line on 1st January 1871—mails to and from Calcutta, the Assam districts, Rungpore, Dinajapore, Darjeeling, and othe districts, which are served by the loop-line, will take longer time in transit than at present.

It is, however, hoped that before long arrangements will be concluded which will restore the time now taken by mails to and from the districts indicated.

It is further to be expected that some confusion will occasionally arise with regard to other mails until such time as the new arrangements become familiar.

It is hoped that the public will kindly accept this general explanation in advance, so that individual applications for explanation—all of which must receive the same answer—may be considered unnecessary.—I am, sir, yours obediently,

J. Tweedie, Offg. Postmaster General, Bengal.
26th December, 1870.

CALCUTTA HIGH COURT.

December 22, 1870.

(Before Mr. Justice Phear.)

IN THE MATTER OF AN ATTORNEY.

On the 6th December last an order had been made on an attorney, a defendant in a suit then pending, to furnish the plaintiff with a list of documents, &c., in his possession, relating to the subject-matter of the suit, within one week from the date of the said order. This order had been served on the said defendant's attorney on the 7th December, and not having been complied with, the Court was, on the 15th December, moved for a rule for an attachment against the said defendant for non-compliance with the order. It appearing on the motion for the rule that the defendant had not been personally served, the Court directed the order to be personally served on him. The order was accordingly served on him on the 16th, and on the 19th a rule was granted directing him to show cause on Thursday, the 22nd, why a writ of attachment should not issue against him. Mr. Graham moved to make the rule absolute. Mr. Lowe asked for a postponement, and read an affidavit setting out a letter purporting to be addressed to the defendant from Moorshedabad, asking him to proceed there on some professional matter, and stating that the defendant having been personally served on the 16th had received the above letter, and left for Moorshedabad on the same day. He had not yet returned from Moorshedabad.

The Court directed the rule to be argued.

Mr. Lowe—Before an attachment can issue the person against whom the writ is sought must be personally served. In the matter of arbitration between William Lowe and Henry Johnson, 4 B. and Ad. 412. The order is dated 6th December, and calls on the defendant within one week from the date thereof to furnish plaintiff with a list of documents, &c., in his possession, but the order was not served personally on him until the 16th December. The order and service of it are inconsistent with each other. Alexander v. Dixon, I Bing. 366.

Mr. Graham—The defendant was already in contempt on the 13th, and the subsequent direction of the Court that he should be served personally was a mere indulgence, not binding the Court to the four days named. The letter set out in the affidavit read on behalf of the defendant shows that he paid no attention to the order of the Court.

Mr. Justice Phear—This is an application to attach Mr.——— for contempt of Court in not obeying an order made on him on 6th December last. In a case such as this the Court is rarely satisfied that there has been a contempt committed, unless it is shown that the order was in fact served on the person charged with contemptuous disobedience of it. It is for this reason that when, on Monday last, the Court was asked to grant a rule, it directed that the order should be personally served on Mr.———. Since then he has been personally served with the order. His attorney in the suit has been served with the order in ample time to comply with its requirements. The only doubt was whether Mr.——— was personally responsible for non-compliance. I cannot say I have now the smallest doubt that he is personally responsible. The affidavit filed on his behalf shows that he intentionally disregarded the order of the Court. I certainly should have expected that when such an order as this rule was served on an attorney of this Court, he would have been anxious to come before it to clear himself of the charge. Instead of doing so, Mr.———, under colour of a letter which he is said to have received from Moorshedabad, left Calcutta, and went out of the jurisdiction of this Court, precisely at the time when he ought to have come before it to clear himself. It appears to me that the letter is no sort of apology for his non-appearance. The only inference which can be drawn is, that Mr. ——— deliberately disregarded not one order of the Court only, but two. Attachment must go, but I think it is right, under the circumstances, that the attachment should not be issued from the office of the Court until the first day after the opening of Court, so as to give Mr.——— an opportunity of [illegible]ng himself from the contempt by filing the list [illegible] on the day the Court opens.—*Englishman.*

BANKS.

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